CA 151-21-35

App. F. IX-4

Previous References

1921-22 (CB)

File No. D1/21

Serial Nos.

Later References.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 35

Part B for March 1942

SUBJECT.

Copy of the Judgment passed in High Court in the Case relating to the Kumara park.

WD 01965—GPB—15,000—7-7-34

General and Revenue Secretariat. File No. of 192 .

Serial No.

These papers relate to the case of Meenakshamma v Ramaswami Iyer & others including the Dewan of Mysore 7th Deft.

Mr G. Srinivasa Iyer Dt Judge gave judgment in favour of Defendants. Printed Book containing Pleadings, issues evidence, exhibits & judgment is herewith Submitted.

Mr G. Sathayaji Rao was appointed a Judge of the Chief Court to hear the appeal arising out of O.S. No 11 of 1920-21 on the file of the Dt Judge.

Mr C.S. Doraswami Iyer the present Chief Judge, gave evidence in favour of the Defts.

The Bench consisting of Mr Justice D. K Rama Rao & Mr Justice G. Sathayaji Rao decided the case in favour of the Plaintiff reversing the decision of the Lower Court.

The main issue in the case is whether the family was divided or undivided at the time of the death of Mr K.S. Doraswami Iyer.

Mr Srinivasa Iyer believed the evidence of Mr K.S. Doraswami Iyer & other witnesses Came to the Conclusion that the family was undivided & so such the plaintiff was only entitled to maintenance

NOTE -Contn. sheet

WD 0324—GPB—60,000—24-5-27

General and Revenue Secretariat. File No. of 192

Serial No.

The Judges of the Chief Court differed from the conclusions ~~both~~ of fact & of law arrived at by Hon G. Srinivasa Iyer & held that the family was divided & as such the plaintiff was entitled to succeed to the properties of her husband.

Issues in the case are ~~marked~~ flagged I.

Finding on the 3rd issue by Hon G.S. Iyer (important) is ~~flagged~~ V.

Finding by the Chief Court on this issue is contained in the printed judgment published in Mysore Law Journal is flagged L.

Discussions of the evidence of Hon C.S. Doraswami Iyer & others are flagged Sto M. ~~Remarks~~ Relevant portions are marked in red pencil.

Exhibit 56 with marginal ~~note~~ remark is flagged R & the evidence regarding the same is flagged Q & K.

As a special Judge was appointed to hear this important case & as the Govt was interested in the decision the papers are submitted for kind perusal.

Dewan.

Sec. Manu

Md 28-5-28

Sd 22-5-28

Sd 29-5-28

NOTE—Contn. sheet

G. R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record]

DEWAN'S OFFICE
Received on
21. AUG. 1928
Reg. No. 6090

Letter No 72 dated 15/16 aug 1928
from Registrar, Chief Court.

Forwards a copy of the order passed in C.P. No 38 of 27-28, the review petition in Mrs. K.S. Doraisami Iyer's Case — Submitted to K.R. for perusal.

18/8/28

This may be kept in the main file & submitted to Dewan

The original file is placed below for being submitted to the Dewan.

20/8/28

For kind perusal

Dewan.

21-8-28

N. B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

WD 1880—GPB—1,50 000—2 5-21

CB 151 = 2

G. R. S. III—3]

CB 1223

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.] 24/9/28

The previous papers relating this case were dealt with in the CB & recorded there.

These papers may perhaps as be filed there.

24/9 (To the Supd. CB with compts)

Submd for perusal

CJA 24/9

MY 1/10

OPO

B

CHIEF SECRETARY.
24 SEP. 1928

N. B.—Should routine notes be written on small slips the notes must b cipoed, or slips pasted on this form.

A. P. F. VI. Gl]

SUBJECT.....

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Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 192

Date of issue 14/8/28

Signed by

List of enclosures.....

Copied by 13/8

Examined by .....

Section

File No.

Serial No.

No. 1095

To The Registrar
Chief Court of Mysore
Bangalore.

Sir,

In continuation of the copy of the judgment in Mrs. K. Seshadri Iyer's case sent by you, I request you to kindly send a copy of the order passed on the review petition presented by Sir C. P. Ramaswami Iyer for the respondents in Mr. K. S. Doraisami Iyer's case.

I have etc

for Secretary to Govt.

over

Telgm :
"JUSTICE"

Public Office Buildings, Cubbon Park,

Bangalore, 15th August 1928

R.O.C. Dis. No. 72/g/ see one Judgment

FROM

T. Singaravelu Mudaliar, Esq., B.A., B.L.,
Registrar, Chief Court of Mysore.

To

B. NAGAPPA, Esq., Bar-at-law,
Secretary to the Government of
His Highness the Maharaja of Mysore,
Law Department, BANGALORE.

SIR,

Adverting to your No. P 1095/Law dated 13th Instant, I am directed to forward herewith copy of the order passed in C. P. No. 38 of 1927-28 on the file of this Court. (Petitioners- K. S. Ramaswami Iyer and others).

I have the honour to be,
Sir,
Your most obedient servant.

REGISTRAR.

TAN

IN THE CHIEF COURT OF MYSORE AT BANGALORE.

Monday the 30th day of July 1928.

Before

Mr. Justice D. K. Rama Rao.

CIVIL REVISION PETITION NO. 38 of 1927-28.

Regular Appeal No. 347 of 1925-26.

Mrs. Meenakshammal. .. Plaintiff. .. Appellant.

-Vs-

1. K.S. Devarajuni Iyer..	Defendants.. 1 to 5.	Respondents. 1 to 5.
2. K.K. Dorasami Iyer,		
3. K.K. Subramania Iyer,		
4. K.K. Doraswami Iyer,		
5. K.K. Thyagaraja Iyer.		

Regular Appeal against the decree of the District Judge of Bangalore, in Original Suit No.11 of 1921-22.

Read Civil Petition presented by Sir C. P. Ramaswami Aiyar and Messrs. A.R. Nageswara Iyer and S. S. Ramachandra Iyer, Advocates for the Petitioner - 1st Respondent abovenamed, praying that the Judgment passed in the above Regular Appeal may be revicted.

This Civil Petition coming on for admission on Thursday the 5th day of July 1928 and after hearing

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the arguments of the aforesaid advocates for the -- Petitioners, the Court pronounced the following:-

ORDER.

This application is for a review of the judgment delivered by my learned brother Satyaji Rao, J. and myself; as my learned brother has since ceased to be a Judge of this Court it has fallen to me alone to -- deal with it at this stage. The application is made -- under Order 47, Rule 1 Civil Procedure Code on the -- ground of error in law and fact or at any rate on the ground of other sufficient reasons contemplated by the Rule. It is sought to be sustained on the basis -- amongst others of the decisions in 46 Mad.955, 6 Rys. C.C.L.72, 1927 A.I.R.Rang. 20, and 5 Rys.L.J.265.

Assuming there are errors it is not errors of all descriptions that can form the subject matter of review; that would be too broad a statement to make. The latest pronouncement of the Privy Council in -- regard to the scope of a review is to be found in -- 3 Lahore 127. In the judgment of Their Lordships Order 47, Rule 1 must be read as in itself definitive of the limits within which a review can be permitted, and the words "any other sufficient reason" should be interpreted as meaning a reason sufficient on grounds at least analogous to those specified immediately -- previously, that is to say, to excusable failure to bring to the notice of the Court new and important -- matters, or error on the face of the record. The expression 'at least analogous' used by the Privy -- Council has been taken in several decisions as --

equivalent

equivalent to the Latin phrase 'Ejusdem generis'. -- Commenting upon these words the Calcutta High Court took occasion in 81 I.C.738 (739) to observe that whether a particular reason is analogous to either -- the one or the other of the two grounds mentioned -- previously might obviously lead to very refined if not subtle arguments. In 1923 A.I.R. Rang.31 the expression was construed to be not so restricted in its -- meaning as the phrase Ejusdem generis. The decision of this Court in 5 Mys. L.J.265 only attempts to -- bring instances of exparte disposals within the ambit prescribed by the Privy Council by giving to it a more liberal interpretation than was accorded in some of the British Indian cases; with it may also be compared 47 Allahabad 361, and 1923 A.I.R.Rang.31. 3 Mys.L.J. Notes page 80 (C.P.53 of 1924-25) while distinguishing 26 Mys.C.C.R.197 and explaining its applicability -- restricts the scope of a review and confines it to the ruling of the Privy Council.

Taking for our guidence the rule laid down by the Privy Council and even conceding that it may be construed as liberally as practicable we have still to -- consider what are the kinds of errors that alone -- justify the granting of reviews. There should -- necessarily be a distinction between a review and a hearing of the case; under the guise of a review it cannot be open to re-argue the appeal itself. Errors no doubt need not be limited to errors of facts; under certain conditions errors of law may also fall within the rule, 10 .R.143, 46 Mad.955, 6 Mys.C.C.R.72 and

105 I.C.710. But errors of law cannot cover cases where the contention only is that if another opportunity were given to the party dissatisfied with the decision there may possibly be a chance of his satisfying the court and persuading it to take a different view by re-arguing the whole case, 37 Allahabad 440, 24 W.R.186 and 25 W.R.324. The error should be patent and palpable on a bare perusal of the record, as for instance the ignoring altogether of a material issue, or a statute and its amendment, 6 Beng.L.R.126 (134), 8 Mys.L.R.450, 46 Mad 955(957), 1927 A.I.R. Nag.252 and 1927 A.I.R.Pang.20, and a review is not permissible where the points raised by the petitioner is a debatable one on which a good deal can be said on either side -- and it is not possible by any stretch of the imagination to designate the error as one apparent on the -- face of the record. The incorrect exposition of law is not an error on the face of the record or of a -- nature analogous to it. When a point of law in controversy has been expounded by the court and it has arrived at certain conclusions after a due consideration of its various aspects there can be no ground for a review, 1927 A.I.R.Nag.252, 14 Cal.627 (630), 3 Mys.L.J.Notes 50, and 107 I.C.908. Nor is the fact sufficient that the judgment sought to be reviewed is erroneous in view of the exposition of law on the -- subject by a superior tribunal subsequent to the -- delivery of the judgment, 1925 A.I.R. Sindh 53, 78 I.C. 993 and 87 I.C.185. Then with regard to the --- precedents already existing which through oversight

or

or otherwise were not cited by the counsel or considered by the court, it has been held that by itself cannot amount to an error on the face of the record to justify a review; in such circumstances however wrong the result may be the finality of the decision cannot be disturbed, 1927,A.I.R.Mad.998, 3 Patna 134, 75 I.C.177, 1926 A.I.R. Mad.764, 57 I.C.147, and 18 I.C.275. Much less therefore in view of these -- authoritative pronouncements can there be a proper -- ground when the cases cited are of equal authority, and when it is not the decisions themselves that -- were overlooked but only certain reasons for those decisions and their importance.

These limitations will have to be carefully borne in mind before determining whether the present application for review could be supported. It is for the petitioners to make out the existence of circumstances which prima facie warrant the exercise of the power to review, 26 Mys.C.C.R, ~~1929~~ 197 (199). There can be no doubt that the learned counsel has presented the petitioners' case in all its aspects as best as it could possibly be done. Having regard to the peculiar features of law and facts involved, fullest scope was allowed, to an extent in fact more than -- usual in cases of reviews, in order to enable the presentation of every possible point in favour of the petitioners, and to ascertain the existence of circumstances if any as would have compelled us to take a different view in the judgment delivered by us. The result was inevitable, for barring a few aspects

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the greater part of the argument addressed during the appeal was urged once again. The main line of the argument however is, first, that the court erred in law with regard to the revocation of intention to separate from the joint family, second, the court also erred in the appreciation of facts regarding the said revocation, and third, the wrong appreciation of facts was due to wrongly approaching them in consequence of the wrong view of law entertained by the court. I may say at once -- that none of these positions can be maintained. In the first place, as clearly stated by us in the early stages of the judgment, the law as to revocation was considered more on account of the discussion at the Bar, and it was not quite essential in the view that we eventually took of the merits of the evidence upon the point, -- namely, that there was in fact no revocation in this -- case as pleaded. The evidence regarding the alleged revocation was discussed and appreciated independently of the opinion expressed on the legal aspect of the -- question raised before us. In valuing the evidence in this case it was not necessary for us to nor did we indent upon any extra strength of proof to determine the question of fact. Apart from the theoretical proposition put forward, it was not shown how and wherein as a matter of fact the court exacted any special kind of proof because of the observations made by it on the question of law. To put it in another way the finding of law did not lead us in this case either to assign a low value to the evidence adduced or to ask for special and stronger proof to support the fact of an ordinary

withdrawal.

withdrawal. On the other hand our remarks in the -- judgment plainly indicate that the finding on fact -- had been independently arrived at and that it was only further strengthened by our observations on the question of law. It is obvious therefore that even if the additional arguments on the law of revocation now advanced had also been advanced before us in the appeal and accepted by us, there would not have been any -- alteration in the result of the case.

Though the point of law is thus not essential for our purpose I am anxious to avoid any appearance of -- treating uncorrectly the careful and elaborate -- arguments so ably addressed by the learned counsel for the petitioners, and I therefore think it better to notice as briefly as possible the several aspects of the question presented before me. The error of law according to the argument relates to the doubt entertained by us regarding the exact scope of the decision in 48 Madras.254. The learned Counsel has produced the copy of the grounds relating to ~~thexx~~ that appeal, and it is urged that though 48 Mad.254 is not binding on this court greater attention might have been paid to it, that the question of severance of status by the plaint and the effect of its withdrawal formed part of the grounds in the appeal, that the Privy Council had before them the decision in 39 Allahabad 496 since it was cited at the hearing, and that in any event even irrespective of 48 Mad.254, in view of the importance of the point involved, the question must go back for

further

further consideration in this court. It is enough to state that the importance of the question was by no means lost sight of by us. Whether the decisions of the Judicial Committee are binding on us or not, it is scarcely necessary to say that we here yield to none in our respect to the judgments of that esteemed and august body, but in common with the British Indian and other High Courts, we may also claim the privilege to analyse the exact significance and applicability of a principle or observation that can be gathered from a decision, to ascertain the special facts of the case and see whether they really required a decision on the point, and to re-call the other decisions of that tribunal and indicate the difficulties that may have to be encountered when giving full effect to the principle. Apart from and irrespective of the grounds of appeal -- which are produced now for perusal, what we meant by the doubt with regard to the scope of the decision is, that full reasons had not been given nor the limitations considered and that the facts in the particular case did not perhaps require a decision on the question of revocation. We explained these various circumstances, gave in addition certain reasons of our own, and showed how before a general rule authorising revocations could be laid down a good many conditions would have to be -- evolved and the mode by which the principle could be worked in practice made clear.

The contention of the learned counsel is that the law permitting revocation though very shortly expressed in

48 Mad.254, has been running as it were parallel to the doctrine of severance by unilateral declaration of intention enunciated in 43 Cal.1031, though the Privy Council may not have chosen to cite in 48 Mad. 254 all the available precedents. That is a statement which requires to be made good but which in my opinion has not been done. The cardinal consideration to note is the full recognition of severance of status by unilateral declaration; an objection has been taken in the petition to question also the soundness of the doctrine in 43 Cal.1031 and its applicability to Mysore but no argument was directed to that point. As between the two doctrines that in 43 Cal. 1031 has behind it a long history and the support of Hindu law texts and the number of precedents is far too strong, while 48 Madras 254 is lacking in that strength. The question is whether, as suggested by the learned counsel, there should be a locus poenitentiae or a period of suspense during which a coparcener making the declaration can be permitted at his will and pleasure and after any length of time to annul the effect of his act. If after severance brought about by an unequivocal declaration there should be a withdrawal, and if the effect of such withdrawal is to be that there was really no expression of intention and no consequential break at all, it will manifestly be introducing a legal fiction. That is, with the indirect object of maintaining a non-division, and in our anxiety to recognize only the resultant effect of two independent incidents of break and make,

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we must have reccurse to an anamolous position whereby we are forced to acknowledge and declare that what -- once was unambiguous subsequently become ambiguous, and that while a period of suspense, altogether indefinite in duration, comes into existence with restrospective effect should there be a withdrawal, there can and need be no such period when there is no withdrawal, compare -- 57 I.C.800(805). If a person withdraws his acts and declarations years after they were made, as was the case in 33 Ind.L.J.759, one is entitled to ask as we did ask the authority to support the theory of suspense and the legal fiction on which it must be founded. No decisions were cited to show that such fictions were expressly considered and upheld, nor were any texts in Hindu Law shown in support of such a proposition. On the contrary we cited the verse from Manu to show that the division once effected was conclusive, subject of course to the law of reunion also recognised by Hindu law. The ground taken in the petition as to this verse is that it was not mandatory. In the argument however the contention was only that the text referred to a completed partition by actual meter and bounds which alone it was said could have been in vogue in primitive times, and that hence it could not be applied to the law as it stands now developed. The answer to this is simple, namely, that the division in status enunciated in 43 Cal.1031 is not admitted to be a new law, but is the old one -- fully supported by the texts on Hindu Law. In 11 Moores Ind.App.75, at pages 87 and 89, the Privy Council was of opinion that according to the true notion in Hindu Law there was a division in status apart from ---

partition

partition by metes and bounds. If then the texts in Hindu Law justify the doctrine of division in status in the abstract and they are construed to do so by the courts, the same meaning has necessarily to be extended to the words denoting partition ~~xxxxxxxx~~ wherever the same occur in the texts. That the word Amra in the -- verse in question refers to partition of inheritance is borne out by the Hindu commentators, see Max Muller, Sacred Books of the East, volume 25, page 335. The -- suggestion that the division in status may relate probably ~~xx~~ only to religious observances by the members does not seem to have any force. No text is necessary to recognize a division in status merely for the purpose of separate worship, for whether the members are divided or not when they happen to reside separately or, if not necessarily, make and does make ~~xx~~ his own -- arrangements for religious services and worship. // Next, we have the limitations to which a revocation must -- admittedly be subjected. I took occasion to ask the learned counsel to suggest if he could the exact nature of the limitations that may have to be imposed. Though he had to concede that from the nature of things certain limitations were necessary he was unable to -- suggest any workable hypotheses. The question has been dealt with at least already in our judgment and the reasons given by us need no reiteration. If prejudice to third parties, death of coparceners and the like are to be the conditions we would be introducing -- indefiniteness and complications which it is not easy to disentangle. In the present case as a fact the death of a member did occur.

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It is not possible either to accept that the law permitting revocations was, as contended, well-known throughout as the law already laid down by the Privy Council. The weakness of the theory by which any such historical setting is given is apparent from the very circumstance that the learned counsel could count upon the dicta in only three decisions of the years 1866, 1910 and 1917, to link them with the statement of law found in 48 Madras 254. The cases in 57 I.C.800, 1925 A.I.R. Mad.112, and 96 I.C. 448 which were -- decided subsequent to 53 Mad.L.J.759 can render -- little help as they proceeded merely accepting the principle. It will however be seen presently that -- everyone of the links relied on is weak. The three cases cited are 11 Moores Ind.Apl.75, 32 Allahabad 415, and 53 Mad.L.J.759. The explanation offered is that though the Privy Council did not cite the authorities in full in 48 Mad.254, it took for granted that the principle did exist from the time when 11 Moores Ind. Apl.75 was decided. I have examined the cases once again in the light of the arguments advanced, but with utmost respect to the authorities, though not -- altogether without diffidence, I must say I do not feel convinced that in any of those cases did the point directly arise or was fully and clearly treated.

First as regards 11 Moores Ind.Apl.75, the learned counsel referred to the passage in the judgment at page 91 which runs "Upon an examination of the cases, it will be found that in some the deed of partition was

not

not attended by any subsequent act, and had been repudiated by subsequent conduct of the parties; and in another of the cases cited, where there had been a decree of partition, it seems that the decree of partition had been abandoned". From this the learned counsel seeks to make out that the law of revocation was recognized by the Privy Council as existing at the time. I am led to doubt if so specific an import can be read into the passage cited. In those sentences Their Lordships were only recounting some of the old cases in the Madras Presidency, where they stated there was no settled course of legal decision on the subject under consideration in the appeal. That enumeration on the contrary goes to show the extreme nature of the cases that Their Lordships had to account for and explain away before laying down the correct proposition. Nobody now goes to the extent of asserting that even after a final decree in appeal there can be a revocation. If that is so, what can be meant by abandonment of decree, and whether if the -- decree-holder did not choose to execute it and died his heirs could not get his share at all, require consideration. That is not the view taken even in 33 Mad.L.J.759 according to which (See pages 762/775) the revocation can take place till the passing of the decree. It may be noted that in 11 -- Moores Ind.Apl.75, the Judicial Committee has not expressly declared their approbation of the proposition that by -- repudiation of intention or abandonment of the decree the original intention could take no effect at all. No such questions arose for decision, and it is not correct to surmise what Their Lordships would or would not have held if any such cases had actually come up before them. If that was the construction of the passage, seeing that 11 Moores Ind.Apl.75 was cited and was present before Their Lordships when they decided 48 Mad.254 and that it would have been a

direct

direct and older authority on the point, Their Lordships -- would undoubtedly have referred to the passage in addition to 32 All. 415.

The second case is 32 All.415 which we have discussed in our judgment. The important observation which falls to be made upon the facts of that case is that it was not an instance of a bare expression of intention and its withdrawal, for as a matter of fact Ratan actually lived with his brother, so that the Hindu Law of Reunion was quite sufficient to meet the special facts and by itself alone enough to justify the result. The reasons and finding of the Judicial Commissioner which were accepted on appeal are to the effect that Ratan remained joint with his brother, and they do not show that the fact of severance and withdrawal were duly considered. The result of the decision is explicable on both the hypotheses; it may be that the effect of the institution of the suit was ignored , or the severance in status by suit was considered as made up by reunion. Since in either event the result would have been the same, it is difficult to make out that by reason of the withdrawal of suit the court resorted to the fiction of absence of severance even though the suit had been filed.

Next we come to the case in 33 Mad.L.J.759 from which arose the appeal in 48 Madras 254. A perusal of pages 260 and 261 in 48 Madras 254 will show that the appeal was disposed of on concurrent findings of lower courts on facts

facts, and that the Privy Council accepted in full the reasons and conclusions of the High Court. We have therefore to go back to the judgment of the High Court in 33 Mad.L.J. 759 to look for the additional reasons if any for the decision which was confirmed. Even in that judgment however no reasons are to be found, -- beyond the opinion that there was nothing to prohibit a revocation. As the learned counsel took considerable pains to amplify the facts of that case in order to show that the question of revocation did arise and that the circumstances necessitated a decision on the point, I might deal with the facts in some detail. The case involves a somewhat intricate succession of facts but for our present purpose they may be stated concisely in a few words. A person died leaving a will. He had seven sons. Some of them including the great-grandfather of the plaintiffs, filed a suit for their shares on the basis of their father's will against -- their eldest brother who was in possession of the -- estate. The latter contested the validity of his -- father's will under Hindu Law, and questioned the right of the father to bequeathe the estate, which he further pleaded was impartible. The trial court (Zillah Judge) held that the estate was partible and formed the joint family property and that the will left by the father was therefore invalid; it granted only a declaratory decree merely defining the rights of the sons though on an incorrect basis. There was an appeal to the Sudder Adalat Court. During the pendency of the appeal the plaintiffs' grand-greatfather who was one of the -- plaintiffs compromised the case, withdrew the suit so far as he was concerned, and executed a deed whereby he covenanted to receive from his elder brother who was -- the

the defendant a periodical allowance for his maintenance With regard to the parties that eventually remained on the record in the appellate court, a judgment was given confirming the declaratory decree of the court of first instance but modifying it as regards the several shares due to the members. The appellate court further -- observed that since the suit was founded only on the will which was rejected as being invalid, no relief -- could be given in that judgment by directing a partition in accordance with the law of ~~int~~ inheritance, and that the parties who were aggrieved might get their respective shares in the joint property by separate suits properly framed therefor. One of the grandsons who was so entitled filed in fact a separate suit and obtained a decree for his portion of the estate. The plaintiffs then filed their suit to recover their -- share; it is this suit that was the subject matter of appeal in 33 Mad.L.J. 759.

The defence was that the plaintiffs were not -- entitled to relief as they were no longer members of an undivided coparcenary, since their branch of the family had been cut off by reason of the suit filed by their great-grandfather ~~and~~ as well as the decree in the second suit. Three questions arose, (1) whether the institution of the suit by the plaintiffs' great-grandfather had -- effected a severance of the joint family, (2) what was the effect of his executing the deed and going out of the family with maintenance, and (3) whether the decree in favour of the grandson in the second suit effected a severance of status regarding the remaining members also. With the latter two questions we are not concerned. As to the deed of agreement the court held

that

that it only made an arrangement for the enjoyment of the joint property and did not effect a partition or separation in status (pages 766 and 776). With -- regard to the first question the court was of opinion that even assuming that the suit was sufficient to sever the status, since it was withdrawn in the -- appellate court the original joint status itself was restored (pages 762 and 775).

But what indeed was the suit and what the claim? It was only on the basis of the will which in turn postulates that the testator was the sole and exclusive owner of the estate, a circumstance which negatives the existence of rights in any others especially in the legatees and the recognition of a joint family and a joint estate. It is contended however that so long as a share in the property was asked in the suit, it was immaterial whether the claim was founded on the will or on the right of the party as a member of the joint family. Such an argument is by no means clear. The same question was also mooted before the High -- Court, (See page 773 bottom), and the answer to it seems to find place in the remarks lower down at page 774 where it is said, "It is no doubt true that the foundation of the claim would be immaterial so long as the effect of the decree in the suit is to sever the status at least so far as the property sought to be divided is concerned." As to this it may , with respect, be mentioned that the observation is confined only to the property in dispute and does not extend to the status of the joint family in general, that the suit then under consideration did not in fact result in a decree for a division of the estate, and that in

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the case of the plaintiffs' great-grandfather there was no decree at all as he withdrew from the suit. -- Further it is needless to point out that the share that may be claimed by a person as legatee under a will may be altogether different from what may be due to him in his own right as a member of the joint family. The will for instance may make provision only for the testator's wife, daughters, and two sons to the exclusion of the other sons, so that the shares of the several sons as joint family members can in no way be the same as what they get under the will. This being so it is difficult to accept without further support the statement that the suit filed on the basis of a will is in effect equivalent to the one on the basis of the compareonary rights.

In these circumstances I do not see wherein could be the need to consider in 33 Mad.L.J. 759 the question of severance of joint status by a suit which altogether ignored the existence of the joint family. Even the very decree effected no severance; it refused to accept the will and it left the joint family in tact as before. The case is very like the one in 53 Mad.L.J. 468 which is relied on by the learned counsel for another point and which will be adverted to a -- little later. The explanation offered with regard to the effect of such suit on the joint family can -- stand or fall according as we reject or accept the -- decision in 53 Mad.L.J. 468 which is a judgment of the Privy Council. To me the only possible answer is obvious. The difference between the two cases is that while in 33 Mad.L.J. 759 there was a plaint and its withdrawal, in 53 Mad.L.J.468 there was a deed

called

called a release. The foundation in both was the will the joint family and the joint property were not touche bythe transaction; the claim proceeded on the footing of exclusive ownership of the testator in the property. If then as was held in 53 Mad.L.J.468 no question could arise in that case of severance of joint status by the document and the transaction evidenced by it, the same reasons must necessarily be applicable to the facts in 33 Mad.L.J. 759 since the plaint did not concern -- itself with the question of the right in the joint family.

Therefore, if a finding of law was necessary at all for this case, we had to accept 48 Mad.254 with certain reservations, until at all events all the points are further elucidated and placed on a firmer footing. Having accepted the doctrine of 43 Cal.1031 we had to consider how far the two principles, both equally -- notional, could work in harmony under all the circumstances. We have to face the consequences logically flowing from both the doctrines and determine clearly the course of action for guidance. For cases where declarations may have been made without full knowledge and deliberation or in the heat of anger and the like causes, and also where there are withdrawals before it is too late, the provision made in the judgment seems to be ample and there is no room for any reasonable apprehension. In the absence of law dealing with the -- limitations and qualifications which are admittedly necessary and without which we would be leaving a wide area for speculation and confusion, the conditions -- founded on the law of reunion which is already familiar to Hindu Law seemed sufficient for all practical --

purposes

purposes and easier to work besides being the logical result which one is driven to adopt. It may even be that the question will have to be further considered both in British India and here. No one can tell if a case may not arise in Mysore where the evidence upon the fact of revocation is so good that the court finds it proved, and as a consequence a decision regarding the exact conditions becomes absolutely essential. In the present case it was unnecessary for us to go further and be more precise in the view as stated at the outset that we took of the merits of the evidence on the point. In any case there does not seem to be any error in our exposition of law, still less an error of the type that demands a reconsideration by a review of our judgment.

The next question that was taken up by the learned counsel relates to the construction to be put upon the notice Exhibit A. and the effect on that document of the finding about the past division. The contention now as also during the appeal is, that Exhibit A can only relate to the demand for partition on the basis of division in 1908, that as the document stands there could have been no demand for partition except on that basis, that in the absence of further evidence it was not possible to construe the document as containing a demand also from its date. This question was argued in the appeal at great length and as we then thought - and as I still think, - our opinion emphatically was that the interpreation so put on petitioners' behalf was unsound and far too unnnatural. No evidence was necessary to interpret the document and we found it impossible to read it in anyother way than that there was an intention in any event for an immediate partition

irres-

irrespective of the circumstance whether the relief can be obtained on the basis of the past division or not. It is conceded that by means of the notice Exhibit A an immediate partition is asked; if that is so, it is impossible to construe the document as if the person who issued it did not desire a partition at all unless it was given him on the footing of division in 1908. We thought that the point is one upon which no two opinions can at all be held. It is possible to make too much of certain expressions used by the solicitors in their routine when ~~embodying~~ embodying the intentions and instructions given by their client such as "to all intents and purposes", "the present unsatisfactory state of affairs should not continue any -- longer", "call upon you to agree", "after paying the debts", and so forth. The significance of these words was equally pressed on our attention in the appeal but the contention made no impression on us. The expression "the present unsatisfactory state of ~~affairs~~ affairs" was understood in the same sense by the -- recipient of the notice as can be seen from his reply Exhibit F. Leaving out the recitals of facts, considering the demand for immediate allotment of properties on pain of going to the court if necessary, and reading the correspondence that followed upon the issue of the notice, the meaning is quite plain that the -- deceased wanted an immediate partition whether he got or not the benefit of the accounts as he very much desired with effect from the year 1908.

It was then strenuously contended that even though Exhibit A might contain a demand also from its date, since it was found as a fact that the 1908 division was not proved, the entire document became inoperative as a

portion

portion of it was unenforcible. Reliance was placed on 53 Mad.L.J.468, 30 Mad.L.J.62 and 42 Mad.L.J.124. In the first place it is highly doubtful if cases relating to Stamp and Registration Laws are properly applicable to the facts of the kind now before us, and least of all to a notice which requires neither stamp nor registration. As regards 53 Mad.L.J.468 on which particular stress was laid it is difficult to say that the Judicial Committee ever contemplated laying down in effect or otherwise in that decision the proposition now sought to be extracted out of it. And then the argument is, that the document in that case contained two parts, that the second part was a release, and that the Privy Council construed it to be so and held that both the parts of the document were inoperative. All these three propositions however are based on assumptions for which there is no foundation. The fallacy lies in assuming that the Privy Council recognized the latter part of the document as a release of right in the joint family property. A perusal of the document shows that it merely referred to the self-acquisition of the father and it was wound up at the end in general terms with the clause that if the executant had any claim over the properties he had given up the same. It makes no reference whatever to the joint status of the family and to the release of the share by Padman on that account. Both from the reasons given by Their Lordships and the language repeatedly employed by them especially at pages 473 to 475, it is clear that they refused to treat the document as a release deed. In the opinion of Their Lordships the so-called release was really more in the nature of a series of recitals or admissions that the whole of the property was the separately acquired pro-

perty

property of the father. When thus the document cannot be considered to be a release at all and was never treated as such by the court, I fail to see what -- strength can be derived for the present case from that decision.

Then I proceed to deal with what is called the second revocation, a designation newly given now in contrast to the direction stated to have been given to the first defendant by Mr.K.S.Doraswami Iyer when their brother Mr. K.S.Krishna Iyer was on his death-bed, to the effect that notice itself should be dropped. If by this nomenclature it is meant to suggest that it relates to a particular subject or to a particular point of time it does not seem to be correct. So far as the plea of abandonment of notice during Mr.K.S.Krishna Iyer's illness is concerned the evidence is definite that Mr.K.S.Doraswami Iyer gave instructions to treat the notice as not issued. On that point the court has found against the petitioners and that finding is not questioned. Subsequent to Mr.K.S.Krishna Iyer's death, after the ceremonies were over, there were several interviews and conversations between Mr.K.S.Doraswami Iyer and Mr. C.Sreekantiswana Iyer and the first defendant. The second revocation is said to be the result of all those interviews. But we should remember that the subject matter comprises two distinct items, firstly the divided status from 1908, and secondly the divided status from the date of notice. As to the first there is the express evidence of the first defendant and Mr.C.Sreekantiswana Iyer who say that they convinced Mr.K.S.Doraswami Iyer at one of the interviews,- if not in more than one interview for the evidence on this point is not quite intelligible,- of the mistake made by him in his notice with regard to the division in 1908. ~~The~~

~~Item~~ The

The second item cannot be fixed to any particular conversation but has to be inferred from the first defendant's statement and the alleged conduct of Mr. K.S. Doraswami Iyer during several interviews with the first defendant, Mr. C. Sri Kanteswara Iyer and Mr. C.S. Doraswami Iyer If we bear all these in mind it is obvious that there is no particular incident fit to be singled out and named a second revocation.

It may assist in clearness if I first deal with and put aside a misconception, as it seems to me, which gives rise to a fallacy in regard to the evidence as well as the argument that Mr. K.S. Doraswami Iyer did not in his conversations speak of his intention to have first a divided - status, and then a ~~partiena~~ partition by metes and bounds. The error lies in the assumption that Mr. K.S. Doraswami Iyer was conscious of the divided status with effect both from 1908 and also from the date of Exhibit A. Mr. K.S. Doraswami Iyer alleged and believed in the divided status, from 1908, but his knowledge of the legal effect of his notice has not been established. An intention in doing an act should not be mistaken for knowledge of the legal consequences of such act; the latter is a matter for the court to determine. When there is a demand for partition it is immaterial whether the person who makes the demand and duly communicates his intention was or was not aware of the effect which the law attaches to it. On proof of such intention and demand, the court will give effect to it and hold that there was a division in status; the relief is the legal consequence of the demand irrespective of the knowledge of such consequence on the part of the person making the same. In a way this view is supported by the result of the case in 53 Mad.L.J.408. Padmen may have even believed that by the document he passed he gave up the right of himself and his family and that nothing more was left for them.

Yet

Yet the court in effect held that his act and belief did not affect the legal consequences in regard to the joint status and the right of his sons to the share including his own, though he himself was personally debarred by the law of estoppel. So put, the omission on the part, of Mr. K.S. Doraswami Iyer to speak of the divided status from the date of notice can really have no bearing on the effect of Exhibit A.

The contention now is that the court did not give a finding regarding this second revocation. Far from omitting to do so, we analysed the arguments on the whole subject and dealt with them in several paragraphs. Our finding was that there was no revocation, that Mr. K.S. Doraswami Iyer did not give up to the last his allegation and belief in the divided status from 1908, and that in any case he or his heir was entitled in law to the remedy with effect from the date of notice by which he definitely made the demand for an immediate partition. Even assuming that he gave up the divided status from 1908,- and we held, and I still hold, that he did not,— it does not mean that he also gave up the entire notice and the demand for immediate partition which was his main and not the minor object in issuing Exhibit A, and which he incessantly and vigorously pursued in the short space of time in spite of the misfortune to the family in his brother's death which as admitted he keenly felt.

The next contention is that the court did not give proper weight to the evidence upon the facts of revocation or revocations. First as regards the materials on record, the non-production of the draft partition-deed

and

and the responsibility that lay on one side or the other for not eliciting full details from witnesses like Sir Kumaraswamy Sastry, the contention now comes too late. During the trial of the suit both the parties were represented by experienced counsel and if there were matters beneficial to either, it was open to them to have themselves put questions and called the requisite evidence on any point. After all, according to evidence the draft partition-deed cannot have contained more than what appears in Ex.56. Nor is it likely to have referred to the divided status from 1908 or from the date of Exhibit A. since as observed by us it only marked a stage of the partition by metes and bounds that had to be effected in consequence and furtherance of the demand by Exhibit A.

With regard to the bare question of appreciation of evidence and the finding of the court it is a question purely of fact and nothing more. It was urged that since the first defendant referred in his written statement to Mr. T.S. Doraiswami Ayer's telling him that he was still joint and he also deposed to that fact, the court should have recorded an independent finding on the point. In such an express positive statement the first defendant appears to stand alone. It is enough to observe that the court gives its finding on the issue tried and not on every allegation and piece of evidence relative to the issue, nor does the mere fact that the court did not specifically and in terms refer to a certain piece of evidence in favour of one side or the other, entitle the party aggrieved to a review of the judgment, 2 Patna 765 (767). I might confidently say that none of the statements of the witnesses were over-

looked

overlooked by us. Not that all of them could not have been individually alluded to and accounted for, but we were distinctly of opinion that in view of the broad probabilities which we fully explained and of which we were fully convinced it was not necessary to refer to minor matters and discrepancies. What we had to do in the case was to consider the oral statements in juxtaposition with the statement of the deceased made years before the trial, and find out the probabilities in the light of documentary evidence and conduct of the parties. On all these points the appeal was argued at much length and the evidence was subjected to detailed criticism by the learned counsel on both sides. We bestowed our anxious care and after the closest scrutiny of evidence arrived at the net result as detailed in the judgment. There was the further advantange now of the exhaustive arguments of the learned counsel, but I can discover no reasons to think that our finding was incorrect or that there are any grounds for a reconsideration of facts by a review. In these circumstances I have to decline to enter into any discussion of evidence once again.

Lastly, I have examined with care every one of the grounds taken in the petition and I find that none of them can justify the granting of a review. The result is I must refuse to accept this application. It is accordingly rejected.

Sd/- D. K. Rama Rao
JUDGE.

"Copy"

M Murthy
Dy: Registrar.

Ad. GS/7.

IN THE CHIEF COURT OF MYSORE AT BANGALORE.

Thursday the 23rd day of February 1928.

Present

MR. JUSTICE D. K. RAMA RAO,

AND

MR. JUSTICE G. SARYAJI RAO.

=====

REGULAR APPEAL NO. 347 OF 1923-28.

Mrs. Leonakshammal. .. Plaintiff. .. Appellant.

-Vs-

1. K.S. Ramaswami Iyer.
2. K.A. Seshadri Iyer.
3. K.A. Subrahmanya Iyer.
4. K.A. Joraswami Iyer.
5. K.A. Thyagaraja Iyer minor by guardian 1st Respondent.
6. Mrs. Muthu Laxmi Ammal, ~~minor by court guardian the Shorlatedar, District Court, Bangalore~~. Since attained majority (vide order dated 1-11-1927).
7. The Dewan of Mysore, Bangalore.

Defendants.. Respondents.

Regular Appeal against the decree of the District Judge of Bangalore, in Original Suit No.11 of 1921-22.

This Appeal coming on for hearing from Monday the 30th day of January 1928 to Friday the 3rd day of February 1928 both days inclusive, the Court delivered the following

JUDGMENT.

This is an appeal from the judgment of the District Judge, Bangalore Division, dismissing the plaintiff - appellant's suit. The suit is for partition. The 7th defendant is the Dewan of Mysore and represents the Mysore Government who have purchased the house property in -- Bangalore named Kumara Park belonging to the family. The table ~~given~~ below taken from the pleadings and evidence will explain the relationship of the other parties to the suit:

Sir K. Seshadri Iyer = Lady Seshadri Iyer.
(1901) (1900)

- K.S.Doraswami Iyer. (22-9-1917) =Meenakshiammal (Plaintiff).
  - Lakshmi (1918) = Mahadeva Iyer. (1922)
    - Has left children.
- K.S.Krishna Iyer. (24-6-1917)
  - K.K.Seshadri Iyer. (2nd deft.)
  - K.K.Subrahmanya Iyer. (3rd deft.)
  - K.K.Doraswami Iyer. (4th deft.)
  - K.K.Thyagaraja Iyer. (5th deft.)
- K.S.Visvanatha Iyer. (19-11-1918)
  - K.V.Venkatarama Iyer (1919) =Muthulakshmi Ammal (6th deft.)
- Peria Ammani Ammal alias Ananthalakshmi Ammal.
  - Subbalakshmi.
- Puttammanni Ammal alias Parvati Ammal.
- K.S.Ramaswami Iyer. (1st deft.)

The parties are Hindus governed by the Mitakshara law. They are the members of the family of Sir K. Seshadri Iyer the great Statesman and Dewan of Mysore who died in 1901. Of his four sons the survivor is the -- youngest son Mr.K.S.Ramaswami Iyer. The third son Mr.K.S. Viswanatha Iyer died on 19-11-1915, and his son Mr. K.V. Venkatarama Iyer died in 1919 a few days after his -- marriage leaving his widow the 6th defendant. The second son Mr.K.S.Krishna Iyer died on 24-3-1917. The eldest son Mr. K.S.Doraswami Iyer died on 22-9-1917 without male issue; plaintiff is his widow and sole heir. He had an only daughter by name Lakshmi married to Mr.Mahadeva Iyer; both of them are dead; and they have left children. Peria Ammani Ammal is the older of the two daughters of Sir K. Seshadri Iyer. She became a widow in her father's life-time and was living with her father and after him with her brothers in the family house Kumara Park till 1908 when she removed therefrom owing to certain misunderstandings that arose after the confinement of her daughter Subba-lakshmi.

Mr. C. Sreekanteswara Iyer was the Private Secretary of Sir K. Seshadri Iyer, who had implicit confidence in him and entrusted him with the management of his household affairs and private finance. After the death of Sir K. Seshadri Iyer, the same affectionate relationship ~~in~~ with the family continued ~~with~~ in regard to Mr. C.Sreekanteswara Iyer who commanded confidence as before ~~from~~ of the four brothers. The family owned houses and lands in Bangalore and --

Mysore

Mysore, a landed estate in Malabar District, and larger part of the shares in the Aurangabad Mills Limited, Nizam's Dominions. It is Mr. C. Sree-Kantoswara Iyer that used to keep the income, incur the family expenses, give the requisite funds to the brothers, and arrange for and raise loans for the use of the family as occasions required. No regular accounts in the shape of Day-Book or Ledger were kept, but vouchers, Cheque Books and Bank Pass Books were maintained from which the accounts could be -- compiled at any time. Mr. R.S. Doraswami Iyer and Mr. R.S. Krishna Iyer were both in the Mysore Government service; the former rose to the position of the Revenue Commissioner and the latter to that of the Deputy Commissioner. Till December 1907 the four brothers lived together except during the periods when on account of exigency of service and similar causes one or other ~~of the brothers~~ had to live out of Bangalore. Mr. R.S.Krishna Iyer had a liking to the smaller bungalow called Kumara Cot which is -- adjacent to Kumara Park; even in his father's time he used to live in it occasionally; in December 1907 he finally made it his permanent residence. It is in evidence that there was not harmony among the ladies of the family owing to incompatibility of temperaments more especially of the plaintiff. In January 1908 both Mr. R.S. Doraswami Iyer's daughter Sankalakshmi ~~xxi~~ and Peria Ammani Ammal's daughter Subbulakshmi had their confinements in Kumara Park. In connection with this Pan-Supari and Sugar are said t

xx to

to have been presented to plaintiff on behalf of Peria Ammani, which circumstance gave rise to a misunderstanding as to which there are two different versions. Anyhow after the death of Subbalakshmi, Peria Ammani removed to the house of Mr.K.S.Krishna Iyer. In March of the same year the Upanayanams of the two sons of Mr.K.S.Krishna Iyer were celebrated, followed in subsequent years by the weddings of Mr. K.S.Krishna Iyer's daughters.

The evidence including that of first defendant and Mr. C. Sreekanteswara Iyer goes to show that Mr. K.S. Doraswami Iyer was throughout under an impression that the funds were utilised by the other brothers to a greater extent than by himself, and that Mr. C.Sreekanteswara Iyer was grudging him his share of the funds while he was favouring Mr. K. S. Krishna Iyer and had incurred large expenses in connection with the Upanayanams, Marriages and jewellery. With this view ingrained in his mind, whenever he felt the need for funds which was very often, he used to ask Mr. C.Sreekanteswara Iyer for accounts of the family income. The family debts had increased and the estate had been encumbered to the extent of over four lakhs. According to Sir C.V. Kumaraswamy Sastry, in 1911 Mr. K. S. Doraswami Iyer wanted to separate himself from the family and complained that while he was hard up for funds other people were taking the money from the Mills. In reply Sir Kumaraswamy Sastry told him not to effect a division just then as there were heavy debts and the

properties

properties ~~may~~ might have to be sold out for low value if the creditors ~~come~~ came down on the family; he therefore advised Mr. K.S.Doraswami Iyer to sell Kumara Park and ask for an account of the income from the Mills. In January 1917 when Mr.C.Sreekanteswara Iyer went on pilgrimage to Rameswaram both Mr. K.S. Doraswami Iyer and Mr. K. S. Krishna Iyer accompanied him. After their return Mr. K.S.Doraswami Iyer went to Madras and he appears to have consulted separately Sir -- Kumaraswamy Sastry and Sir S. Subramanya Iyer regarding his intention to effect a partition. Their -- advice was the same as Sir Kumaraswamy Sastry's in the year before owing to existence of heavy debts. He asked thereupon Sir Kumaraswamy Sastry to recommend to him the name of an English Solicitor as he --- wanted to ask for an account. Upon his suggesting the name of the Government Solicitor Brightwell's firm, Mr. K. S. Doraswami Iyer went to Brightwell and Morsoby and on 10-2-1917 got the notices in the form Exhibit A issued to his brothers and nephew as well as to Mr. C. Sreekanteswara Iyer to the following effect:

Registered for acknowledgment.
High Court House,
Madras, 10th February 1917

Dear Sirs,

It is represented to us by our client Mr. K.S Doraswami Iyer, Revenue Commissioner, Mysore, Bangalore that for some years past he has been living separate from you, and that though he and you have been to all intents and purposes divided in status an actual division of the family properties has not yet been arrived at.

Our

Our client considers that the present unsatisfactory state of affairs should not continue any longer and that the family properties should be divided and each member put in possession of his share.

Under instructions from our client we hereby call upon you to agree to a partition of the family properties, after paying the debts legitimately due and incurred for purposes binding on all the members of the family. Should you fail to comply with our client's request he will be compelled to take legal steps for the enforcing of his claims and the protection of his interests.

Yours faithfully,

Brightwell and Morseby.

This notice evoked replies and rejoinders Exhibits L, C, D and J from both the parties. Before Exhibit D, which was despatched on 18-8-1917 by Messrs. Brightwell and Morseby, could reach Mr. K.S. Krishna Iyer, he fell seriously ill and died on 24-8-1917. Subsequently there were deliberations between Mr. K. S. Doraswami Iyer, the first defendant and Mr. C. Sreekanteswara Iyer in regard to the mode of partition, management of the properties and distribution of the income among the members of the family. About the middle of July 1917 Mr. K.S. Doraswami Iyer and the first defendant sent for and met Mr. C.S.Doraswami Iyer who was the family friend and counsel, and the conversation of the proposed arrangements was reduced into writing by the first defendant in the form of notes Exhibit 58.

In

In accordance with these notes Mr. G.S.Doraswami Iyer prepared five drafts which were left by him and the 1st defendant with Mr. K.S.Doraswami Iyer for consideration and approval.

In the first week of August 1917 Mr. K.S.Doraswami Iyer went to Madras and one morning called on Sir Kumaraswamy Sastry and with bitterness and agitation told him that there was no chance of selling the house and there was no use in postponing the partition. Upon Sir Kumaraswamy Sastry repeating his old admonition and advising him to try for the sale of the house to the Government, Mr. K. S. Doraswami Iyer said "all this will take some time; if anything happens to me what is the position of affairs?" He thereupon pressed Sir Kumaraswamy Sastry to give him the draft of a will the terms of which he himself dictated. Max Sir Kumaraswamy Sastry wrote out the draft Exhibit X which is in these terms: —

This is the last Will and Testament of me K.S. Doraswami Iyer, Revenue Commissioner, residing at Kumara Park, Bangalore.

I am divided in status from my brothers and their issues and have free hand to dispose of my property by Will. I give to my wife all the movable and immoveable properties of every sort and description which I might die possessed of. My said wife shall enjoy the same -- absolutely with full powers of alienation either by -- transfer inter vivos or Will.

I hereby give to my wife full power to adopt a son if she should desire to do so giving her full discretion

in

in the matter. In case she chooses to adopt she is hereby empowered to give the adopted son such share or portion of the properties as she thinks proper and to enter into such arrangements with the adopted son as may be necessary to protect her interests.

I appoint my wife sole executrix of this my Will.

Executed by the said testator in our presence and in theprescence of each other.

1.
2.
3.

Sir C.V. Kumaraswamy Sastry tells us that Mr. A.S.Doraswami Iyer was very anxious to have on the top of the draft the sentence "I am divided in status from my brothers and theirissues," which with the same meaning had been at first written in the middle of the paragraph, that Mr.A.S.Doraswami Iyer appeared to be in an excited mood, that he himself was in a hurry to go to court, and that before Mr.A.S.Doraswami Iyer parted from him he told him not to rush things through until the partition was effected as the creditors might come to know of the dispute between the brothers. Mr.A.S. Doraswami Iyer had expressed a desire that Sir Kumaraswamy Sastry should attest the Will; but he never went to him again

After the five drafts were delivered to Mr. A. S. Doraswami Iyer, according to the first defendant, Mr. A.S.Doraswamy Iyer kept them with himself so that he mt might go over them and incorporate his suggestions -- therein, and as he wanted to look into further accounts

he

he asked the first defendant to send the required particulars from Bombay. The first defendant accordingly went to Bombay. Mr.K.S. Doraswami Iyer fell ill. After -- receiving information of the illness the first defendant returned, and three or four days after his arrival his -- brother died.

According to the plaintiff, Mr. K.S.Doraswamy Iyer had executed a will and left it in his rotary desk which must have been abstracted by the first defendant and her son-in-law Mr. Mahadeva Iyer, having secured the key which was with herself through her daughter Lakshmi. This -- version however was not mentioned by her till her brother joined her and issued the notices exhibits G, O, P, Q, at her instance.

In 1921 the plaintiff issued formal notices to the first defendant through her lawyer claiming her husband's one-fourth share of the family properties, and on 9-11-1921 she brought the present suit for the same with the consequential reliefs, valuing her claim inclusive of her share in Kumara Park at Rs.4,84,000/- and odd. The case for the plaintiff is, that according to law her husband became divided in status by reason of dissensions in the family, — separate residence and dealings of the brothers, and her husband's intention to divide expressed in the notice -- Exhibit A which was formally communicated to the coparceners. In the words of the plaint "For some years after the death of the said Sir K. Seshadri Iyer the four sons lived together as members of an undivided family. But subsequently dissensions arose between the four branches

of

of the family and the members thereof began to live -- separately, to have dealings separately and to all intents and purposes there came to be a division in status though the family properties remained undivided. Matters reached a climax by the early part of 1917 and on or about the ~~xx~~ 10th February 1917 the plaintiff's husband, Mr. K.S.Doraswami Iyer got registered notices issued to all the other male members of the family, through his Solicitors Messrs.Brightwell and Morseby of Madras, and by this as also other acts and declarations showed an unequivocal and explicit intention to thereafter hold and enjoy his own share of the -- properties separately."

The defence of defendant 1 to 5 inter alia is that -- Exhibit A did not amount to a declaration of intention to divide, that even if it did, it was insufficient in law to create a divided status in the family, that further when Mr. K.S. Krishna Iyer was lying ill just prior to his death, Mr. K.S.Doraswami Iyer told the first defendant personally and others to destroy the notices and replies of his -- solicitors and consider them as though they had not been sent or written at all, and that as a fact Mr. K.S.Doraswami Iyer by his conduct and otherwise revoked the said notice and unilateral declaration of intention which he could -- always do in accordance with law.

Upon these contentions and the pleas advanced by the other defendants there were in all seventeen issues ~~framed~~ fixed in the case, including the question of jurisdiction of the court with respect to the properties situated outside the State, and the necessity for the alienation of Kumara Park.

The

The most important issues that demand special notice in this appeal are ~~is~~ nos.2,3,4 & 5, and they are:

(2) Whether an ~~unilat~~ unilateral declaration to remain separate by a single member of a joint and undivided Hindu family could affect the joint status of the members of the Hindu family according to the strict interpretation of Mithakshara School of Law applicable to the -- parties.

(3) If so, whether the notice sent by the plaintiff's husband through her Attorneys on the 10th February 1917 was an unequivocal and explicit intention to remain -- separate from that day and whether the same created -- severance in status among the members of the joint family.

(4) Whether the deceased husband of the plaintiff abandoned his intention, if any, to become separate in status by reason of his acts and conduct as mentioned in paras 4 to 10 of the written statement.

(5) Whether in any event his acts and conduct brought about the state of reunion among the members of the family.

Though the plaint makes reference to the will no issue was obtained thereon, since on 7-11-1922 before the settlement of issues the plaintiff's counsel stated to the court that the claim in the suit was not based on the will. After the case was closed for arguments an application was filed by the plaintiff to revive the question with a -- prayer for an additional issue regarding the will by -- allowing an amendment of the plaint if the same ~~be~~ was deemed necessary by the court. ~~This~~ That application was -- rejected, and in our judgment rightly rejected.

On

On the second issue the learned District Judge found in the affirmative holding that an unilateral declaration of intention to remain separate by a single member would sever the joint status. As regards the third issue he was of opinion that the notice Exhibit A did not show an unequivocal and explicit intention to remain separate from its date and that the same did not create a severance in status among the members of the family. He considered issues 4 and 5 as quite unnecessary, since the plea of ~~the~~ abandonment could not independently arise apart from the light ~~which~~ it might throw on the intention to separate and the consequential division in status, while the question of reunion was supported neither by the nature of the pleadings nor the evidence on record. As to the remaining -- issues, since as a result of his finding on the third issue the plaintiff could not sustain her claim, he recorded findings on only some, and not on the others as being unnecessary he accordingly dismissed the plaintiff's suit.

There are 25 grounds taken in the memorandum of appeal of which number 9 relates to the order of the lower court disallowing the prayer for an issue about the will. The learned counsel for the appellant very properly gave up -- that contention. As a fact the will, as a mere will without the special recitals if any, could possibly have no -- bearing on this case. If the family was undivided Mr. K.S Doraswami Iyer had no right to bequeath his undivided share and if it was divided the plaintiff would necessarily be the heir. The recital in it of a divided status would in the nature of the contentions put forward have been of no help; as a piece of evidence showing the intention of the

deceased

deceased it would have been but one of several and would not have materially altered the circumstances. So far as is permissible and necessary for purposes of this case, our opinion on the evidence made available is that there are very great improbabilities in the story of the will having been purloined by the ~~xx~~ plaintiff's son-in-law and the first defendant, and that that version is due to an after-thought while the attack on the first defendant is wholly unmeritted. On this point we entirely accept the first defendant's evidence and we have no hesitation in thinking that he would not have stooped to such an act. Very -- early in life he lost his ~~xx~~ wife; he has no children. Just as Mr.C.Sreekanteswara Iyer has been throughout -- devoting himself to the best interests of all the family members of Sir K. Seshadri Iyer, the first defendant has been doing ~~the~~ his utmost to consolidate the family property and to maintain the family dignity. Even in the present litigation we cannot discover in him any grudging spirit to give the plaintiff her legitimate dues; his attitude seems to us to be more of one ~~xxxxxxxx~~ wishing to have the doubtful claim decided by competent authority before he could take upon himself the responsibility to part with a valuable slice out of the corpus to the detriment of the other members who are under his care and protection and as such naturally look to him for guidance in the matter.

Several grounds are directed to the alleged divided status, qualified or unqualified, with effect from 1908. The lower court has after full and detailed consideration of the evidence found against the plaintiff. This contention also has been given up in this court with a

reservation

reservation however, that whether the divided status as such is ill or well-founded, the facts bearing on the -- question ~~will~~ would go to explain the intention and the mind of Mr. K.S.Doraswami Iyer and lead up to ~~the~~ events culminating in the issue of the formal notice for partition in 1917.

The foundation of plaintiff's case is thus the effect of Exhibit A on the status of the family; the whole argument has therefore turned on the correct signification of that document. If Mr.K.S.Doraswami Iyer died joint in status the plaintiff must necessarily fail; if he ~~has~~ was divided, then the plaintiff as the sole widow and heiress becomes entitled by right of inheritence to her husband's share of the property.

Nowhere else have we felt our task in arriving at a conclusion more difficult than in this case. It has been however considerably lightened, on the one hand by the -- benefit we had of the labours of the learned Judge in the court below who has so ably marshalled the facts and law, and on the other by the exhaustive and analytical arguments of the learned counsel on both sides to whom we --- acknowledge our indebtedness for the same. The first -- question that naturally arise is one of law, and as, -- unlike in British India, there are no decisions in -- Mysore exactly on par with the principle of division of status by declaration of intention to separate at the instance of a single member, it is contended that the question is still <u>res integra</u> here, and that it is therefore open to this court to consider the validity or otherwise of the rule in question. The principle relied on on plaintiff's behalf is,

that

that an unequivocal expression of a desire on the part of any one member to sever himself from the joint family -- and to enjoy his hitherto undefined and unspecified share separately from the others, when clearly intimated to his co-sharers, severs the joint status and the --- undivided character of the family.

This principle is no doubt somewhat novel to us in Mysore and repugnant to the ordinary notion that nothing short of an absolute partition by distribution of -- moveables and ~~of~~ division of immoveables by metes and bounds will bring about a divided status. Such notions however are narrow and cannot stand scrutiny. We must not forget the distinction between Rights and Things which form the object of Rights, and between the division of title~~s~~ or interest and the division of property. How the principle was gradually evolved and how it becomes necessary from even the view-point of expediency can be easily traced if we follow the instances that are -- judicially recognised all along as sufficient to effect ~~the~~ a severance in status. ~~It~~ It has been repeatedly held that the jointness of a family ceases when there is an agreement among the members to enjoy the properties or their income separately though the properties themselves are not divided by metes and bounds, or when there is a ~~sis~~ claim~~s~~ by a member and as a result of that claim a common reference to an arbitrator to effect the division though not followed by actual division of the properties, or where a suit has been instituted by a member for partition and it is followed by a decree which gives effect to the

partition

partition from the date of suit. A careful examination of the reasons for these exceptions to the prevailing ordinary notion, will go to show that the principle underlying is not the division by metes and bounds, but only the intention of the members to become divided. If then the intention of all the members is to be the test, a difficulty arises as to what should happen if some of the members refuse to give their consent to the division despite the desire of one of the members. It is clear that -- according to Hindu Law each of the coparceners has an independent birth-right in the family properties. -- According to Aparaka, सं वि भा गो हि सा धा र ण - ध ना नां स्वा मि ना मे कै क त्र भा गे स्वा मि न ए कै क स्य स्वा म्यं व्य व स्था प य ति ना पू र्वं मु त्पा द य ति -

that is to say, "a partition has but the effect to render visible the right of each of the former joint owners to his particular share of the estate" -- Tagore Law Lectures, 1883 by J.Jolly, Edition of 1885, page 87 and App.A. On this hypothesis it is obviously impossible to deny such right and power inherent in a member by indirectly providing room for the other members to place obstructions indefinitely in his way at their will and pleasure. The -- natural and logical consequence is that when a member -- clearly expresses his intention to be separate and enjoy his share it will have to be enforced whether the other coparceners will or no. Apparently there is no hardship, nor can there be anything unreasonable in this, for if a person is entitled to a right and could enforce it any time at will, why should it not be at the very moment he decides upon that course? Compare R.C. Mitra on Joint Property and Partition, 2nd Edition page 324. This is

just

just the result of the principle enunciated by Their -- Lordships of the Judicial Committee in 43 Cal.1031. It is possible of course to conceive of extreme cases on both sides. For instance if the basic principle is an expression of an intention, a member on his death-bed might -- express it before all and thereby practically nullify the law of survivorship, — a view put forward for discussion by the court but not availed of by the defendants' counsel probably because of its extreme nature. At the same time if the individual volition of a member cannot be the -- criterion, by reason of prolonged litigation for years, he may be kept out of the fruits of his suit if he should die before it ripened into a decree. The very fact of giving effect to a partition-decree from the date of the institution of suit means that the intention averred in the plaint was the basis of severance. It is needless to pursue the question as a pure theory for in practice such difficulties may not actually arise, and when they do arise the courts will no doubt deal with them to the best of their ability. After all, exceptions and extreme examples only prove a rule and do not make it; they are intended only to test its workable nature and its applicability to generality of cases. Very recently however even such an extreme point came up for consideration though not for decision in 1927 A.I.R. Mad. page 1003 (1008). The learned Judges ---- Kumaraswamy Sastry and Ramesam, JJ, remarked "There is force in the contention that as a testator must know that he cannot while he is a member of an undivided family leave a will and that as no testator will do an act which will be useless unless he creates a status of separation, the execution of a will dealing with his undivided share in

an

an expression of an intention to become separate. We think there is much in this argument as it is clear that it is now settled law that consent of other coparceners is not necessary, and that it is open to a member of a co-parcenary to become divided in status by merely giving notice of his intention and that the notice may be given by any act of his which is consistent with his intention. In the light of the decisions it is clear that if a person who is a member of an undivided family, wants to get himself divided, he can do so by simply making a statement in the will; "I want to get myself divided and want to execute this will". Then there would not be any controversy at all if the co-parceners were informed of the will." This view is possibly not in consonance with the one expressed by Stuart, C.J., and Wazir Hasan, J. in 1927 A.I.R. Oudh page 265 (273). It is too late in the day therefore to hold that there could be no division till there is one made by actual metes and -- bounds with the consent of all the members. And once the intention is declared and communicated and the rule has to be applied in a case, it will not do to go backward and to attempt to somehow give effect to the old ideas still lurking in the mind by ~~fixing~~ assigning artificial values to hard facts. ~~if they should be clear~~.

The doctrine of severance of joint status by declaration of intention is now concluded and well-established in British India by reason of the decision of the Privy -- Council in 43 Cal.1031 which will be referred to presently. It is not however a principle newly started; it is only an explanation and necessary amplification logically flowing from the principles enunciated since eighty years. In

1843 in 4 Moor's I.A. page 137 (177), in connection with the question of effect to be given to an instrument in the -- nature of a testamentary disposition made by a Hindu -- bequeathing property to two brothers of a coparcenary, it was held by Their Lordships that even assuming that the -- property was bequeathed to the brothers as joint tenants, their subsequent division in status extended also to it and that the interest of each in the property was separate. In 1868 in the important case of 11 Moor's I.A. page 75 (91 & 92) there was a deed executed between the members of an undivided family agreeing upon a division to be thereafter made of the family property. Lord Westbury delivering the judgment of the Board pointed out -- "It is necessary to bear in mind the twofold application of the word "division". There may be a division of right, and there may be a division of property; and thus, after the execution of this instrument, there was a division of right in the whole -- property... Nothing can express more definitely a conversion of the tenancy, and with that conversion a change of the status of the family quoad this property... Thus -- using the language of the English law merely by way of illustration -- the joint tenancy is severed, and converted into a tenancy in common. Then, if there be a conversion of the joint tenancy of an undivided family into a tenancy in common of the members of that undivided family, the undivided family becomes a divided family with reference to the property that is the subject of that -- agreement, and that is a separation in interest and in --- right, although not immediately followed by a de facto actual division of the subject matter. This may at any time be claimed by virtue of the separate right." In 8 W.R page 82 the decision was pronounced by Kemp, J. of the --

Calcutta

Calcutta High Court in 1867, the ratio decidendi in which will appear when dealing with the case of 43 Cal.1031. 12 W.R. 510 (511) is a case of the Calcutta High Court -- decided in 1869; Glover, J. was of opinion that some -- unequivocal act or declaration on the part of the family of their intention to separate was necessary to constitute a division. Such an intention was found to exist by the Privy Council in 1870, 14 W.R. Privy Council, page 33 (38) even though the actual division had been postponed indefinitely by the parties. In 1870, in 14 W.R. 340 (343) Justice Markby stated [and he explained his views further in 1872, 18 W.R. 49 (52)] "It appears to me that, when once you have arrived at the point of holding that a mere xxxx signification of intention is sufficient to constitute a separation without an actual partition by metes and bounds, and you couple that with the acknowledged principle that any one member has a right to xxxxxx insist on a separation, it follows, almost as a direct logical consequence, that an unequivocal signification of intention to that effect on the part of one member constitutes him a separate owner of his share." In 1878 4 Cal.404 (437) the Privy Council -- regarded the conduct and acts of the member who sought -- division as indicating a fixed determination so far as he was concerned to henceforward separate himself from the family. 1890 18 Cal.157 P.C. is a case where an agreement was considered enough to constitute division. In 1912 35 All.80 (87) the decision in which was confined to the question of mesne profits as can be gathered from pages 81, 83 and 89, the Privy Council laid down:- "What may amount to a separation or what conduct on the part of some of the members may lead to disruption of the joint

undivided

undivided family and convert a joint tenancy into a tenancy in common must depend on the facts of each case. A definite and unambiguous indication by one member of intention to -- separate himself and to enjoy his share in severalty may -- amount to separation. But to have that effect the intention must be unequivocal and clearly expressed." The principle was further discussed and explained more fully by Their -- Lordships in the next case of 1916 43 Cal.1031, subsequent to which the two cases in 1917 39 All.496 and 1922 45 Mad. 489 were decided. In 39 All.496 (498 & 499) the Privy Council remark "By his plaint he had claimed a fifth share of the family property, and Their Lordships entertain no doubt that the claim amounted to an intimation to the defendants, his co-sharers, of the unequivocal desire of the plaintiff for separation from the joint family. If this be so, the judgment of the Judicial Committee in the recent case of Girija Dai v. Sadashiv Dhundhiraj ~~(1)~~ rendersk it beyond question that the commencement of this suit for partition effected a separation from the joint family. It is immaterial, in such a case, whether the co-sharers assent. A -- decree may be necessary for working out the result of the severance and for allotting definite shares, but the status of the ~~sk~~ plaintiff as separate in estate is brought about by his assertion of his right to ~~sp~~ separate, whether he obtains a consequential judgment or not. ... It cannot be said that the plaint did not amount to such an expression of intention as to satisfy the conditions of the law as now -- settled." In 1922 45 Mad. 489 (495), after reiterating the effect of a definite intimation of intention on the part of one member of the family to separate himself and to enjoy his share in severalty Their Lordships observed:- "This intention was clearly intimated to the coparceners when the --

plaintiff

plaintiff Narayana served on them the notice on 30th July 1903. That notice effected a separation so far as his branch of the family was concerned."

Next we come to the important and leading case of 13 Cal. page 1031. The important passages in that judgment repay perusal and are necessary for a right understanding of the merits of the case now on hand. One Hariher a member of the coparcenary wrote to the other in 1902 intimating his wish to separate himself from the joint family and asking him to have a division of the family property. Matters then remained in a quiescent stage for the next six years. On 1st October 1908 Hariher sent a registered letter to the other coparcener saying in explicit terms that his desire was to get partitioned his share of the property. On the 19th October the defendant coparcener wrote a reply making certain proposals. Hariher, evidently not satisfied with the delay that had taken place in the reply, brought his suit three days after the defendant's letter. During the pendency of suit he died, and his widow Girja Bai applied for -- substitution as the heir and legal representative of her -- deceased husband and then the contest began. The defendant objected to her substitution, on the ground that at the time of his death Hariher was an undivided member of a Hindu joint family and that by his decease his share passed to the -- defendant by survivorship. After referring to Hariher's acts and conduct Their Lordships proceed to say:-- "All his acts

1044 subsequent to the registered notice evince a fixed determination to sever himself from the joint family.

1045 In the Hindu Law, "partition" does not mean simply division of property into specific shares; it covers, as --

pointed

pointed out by Lord Westbury in Appovier's case (2), both "division of title and division of property.

1047 and 1048 Separation from the joint family involving the -- severance of the joint status so far as the separating -- member is concerned, with all the legal consequences -- resulting therefrom, is quite distinct from the de facto division into specific shares of the property held until then jointly. One is a matter of individual decision, the desire on the part of any one member to sever himself from the joint family and to enjoy his hitherto undefined or unspecified share separately from the others without being subject to the obligations which arise from the joint status; whilst the other is the natural resultant from his decision, the division and separation of his share which may be arrived at either by private agreement among the parties, or on failure of that by the intervention of the court. Once the decision has been unequivocally -- expressed and clearly intimated to his co-sharers, his right to obtain and possess the share to which he admitted has a title is unimpeachable; neither the co-sharers can question it nor can the court examine his conscience to find out whether his reasons for separation were well-founded or sufficient; the court has simply to give effec to his right to have his share allocated separately from the others.

1049 It appears to their Lordships that the Appellate court has, in this case, confused the two considerations which reference has been made above, viz., the severance of status which is a matter of individual volition, with the allotment of shares which may be effected by different methods: by private agreement, by arbitrators appointed by

the

the parties, or, in the last resort, by the court.

1030 and 1031

Some of the Courts in India have supposed Lord Westbury's expressions to imply that the severance of status can take place only by agreement. Their Lordships have no doubt that this is a mistaken view. The Board there was dealing with a case in which division of right had already taken place, as evidenced by the "deed of division." The right which each individual member had in this joint property did not spring from the deed or the agreement of the parties to which it gave expression; the agreement only recognised existing rights in each individual member which he was entitled to assert at any time he liked.

The intention to separate may be evinced in different ways, either by explicit declaration or by conduct. If it is an inference derivable from conduct it will be for the Court to determine whether it was unequivocal and explicit. In Joy Narain Giri v. Gorish Chunder Jyti ~~(1)~~, their Lordships regarded the conduct of one of the two ~~xxxxxx~~ co-sharers who constituted the joint family "when he left the joint residence and withdrew himself from commensality as indicating a fixed determination henceforward to live separately from his cousin," and treated "the fact of his borrowing money for his maintenance, as well as making a will as indicating, at all events, that he himself considered that a separation had taken place." The conclusion was based on the inference of intention derivable from the acts and declarations of the member who, it was alleged, has separated himself, and not from the conduct or attitude of any other party.

As

As early as 1867, shortly after the judgment of the Judicial Committee in Appovier's Case (1), Mr. Justice Kemp, one of the most eminent Judges of the Calcutta High Court, sitting with Mr. Justice Glover, in Vato Koor v. Rowshun Singh (8) a case governed by the law of the Mitakshara, -- expressed himself thus on this question of separation:--

"Taking then the admitted facts of the case before us, we find that Sohun did publicly and unequivocally by petition presented in Court declare his intention to become from the date divided in estate. Such an intention amounts to a valid separation, though not immediately perfected by an actual -- partition of the estate by metes and bounds. The acts and declarations of Sohun Singh, showing an unmistakable intention to hold and enjoy his own estate separately, and to renounce all rights upon the share of his coparceners, constitute, in our judgment, a complete severance or partition."

With that view of the law their Lordships entirely concur.

In the present case, Harihar, the husband of the appellant unequivocally and unmistakably manifested his intention to separate himself from the defendants, and to hold, possess, and enjoy his unquestioned interest separately from them. In their Lordships' judgment, this was sufficient, under the -- Hindu Law, to constitute a separation and to divide him in estate from his coparceners."

Coming to Mysore it may not be correct to say that the principle is altogether unknown. From the practice obtaining in the country or the law as administered, there is no reason to suppose that the Mitakshara Law on the point in controversy

is

is not in conformity with that in the neighbouring presidencies and can in any way be different from what has been laid down by the Privy Council. As early as 1894 in 7 Mysore Law Reports 130, and later on in 1899 in 1 Mysore C.C.R.75, this court cited with approval and followed the ruling in 11 Moor's I.A. 75. In 7 Mys. Law Reports 130 the parties made a reference to Panchayet or arbitrators who made an award, but the properties had not yet been reduced into possession before one of the members died. The case was heard by a Full Bench, and the learned Chief Justice observed

132. "that is very nearly the same argument which their Lordships of the Privy Council, in the well known case of Appavier v. Ramasubba Aiya, condemned as unsound. The present case indeed is a stronger case, for the agreement to divide was followed by an award of Punchayetdars actually defining and allotting the separate shares.

136. ... In the present case, the document II is clear evidence of the intention to divide, to alter the status of the family and effect was actually given to that intention by the award of the Punchayet, thenceforth the character, the state of the family and of the enjoyment of the property, was -- altered, thenceforth the separated members had separate and defined shares in the property which by virtue of the right which accrued to them at separation they could claim at any time. Moochannah, it is true, did not at once claim his allotted share, but he did not thereby lose or forfeit his right to claim it." Ramachendra Iyer, J remarked "The submission to arbitration (exhibit 2) is evidence of "a clear

138 intention to subject the whole property to a division of -- interest." The award of the Panchayet, allotting certain shops and other property for the share of each coparcener,

has

has the effect of converting joint ownership to separate ownership. If, after the date of the award, he did not take immediate possession of what fell to his share, it was not because he considered himself joint in interest with the first defendant, but he simply postponed taking his share, till some time, when it would be convenient to him to enter upon separate enjoyment." In 1 Mysore C.C.R. 75(76) the members lived separately and cultivated and enjoyed in unequal portions the family property which had not been divided and definitely allotted to any one of them. The learned Judges Ramachendra Iyer and Keonaeshaya, JJ stated "It appears to us that the parties intended to convert joint property into separate property, that they gave -- partial effect to that intention by occupying separate houses and that they postponed division of fields to a -- future date."

Next with regard to the original texts on Hindu Law, we do not propose to deal in any detail with the passages relied on and explained by the Judicial Committee in 43 Cal 1031 at page 1050 and amplified by the learned District Judge in his judgment. Those passages are taken out from Mitakshara, Viramitradaya, Vyavahara Mayukha and Sarasvat Vilasa. They go to show that partition is but an adjustment of individual rights according to which the actual division of properties is expected to follow, and that is effected by the choice and individual volition of of the members who is entitled to have his share so The texts in the Mitakshara which describe the four of partition and impose limitations on the right demand partition, seem to relate to the self-acq the father and to certain exclusive privileges

virtue of patria potestas -- See also R.C. Mitra on Joint Property and Partition, 2nd Edition pages 337 and 339, and Jolly's Tagore Lectures 1883 pages 98, 124 and 84. Commenting in Mitakshara on verse 121 of Yajnavalkya regarding the rights to the property acquired by the grand-father, Vijnaneswara says --

विभागमनिच्छत्यपि पुत्रेच्छया
पैतामहद्रव्यविभागो भवति.

Mitakshara, Chapter viii, Placitum 9. which means "a distribution of the grand-father's estate does nevertheless take place by the will of the son even when the father does not desire partition", - Translation, edited by Gharpure. Further, towards the end of his commentary on the same verse, Mitakshara refers to verse 209 of Manu Smriti Chapter IX which runs thus --

पैतृकन्तु पितादद्रव्यमनवाप्तं यदा
प्नुयात्। न तत् पुत्रैर्भजेत् साधर्मिका मः स्वयमार्जितम्॥

This is interpreted by Vijnaneswara as

पितामहार्जितमकामोऽपि पुत्रेच्छया
पुत्रैः सह विभजेदिति दर्शयति॥

that is "even Manu shows that the father, however reluctant, must divide with his sons, at their pleasure, the effects -- acquired by the paternal grand-father" -- Gharpure, - which is an interpretation quite consistent with the context since the reservation of Manu in favour of the father relates only to such property of the grand-father as had been lost but was ~~recurred~~ recovered by the father, which therefore partakes the character of his own self-acquisition. Furthermore, whatever may be the limitations during the life-time of the parents it must be

clear

clear that after their demise the right of the sons against each other is absolute. "Division of the estate was the surest method for obviating all quarrels which might arise after the father's death in regard to the management of the estates and the share of profit accruing from it to each member of the coparcenary". -- Jolly page 99. Then there is also verse numbered 105 in Manu Smriti, which translated -- according to a reading by Sir William Jones in his Institutes of Hindu Law, Edition 1823, is to the following effect,

> "The eldest brother may take entire possession of the patrimony; and the others may live under him, as they lived under their father, unless xxx they choose to be separated".

> It is needless to say that if the eldest brother and manager of the family cannot resist the -- the choice and expression of intention of a member, none of the other brothers can. If no resistance to the declaration of such an intention or choice is possible, there is no justification in law or equity to extend the time for giving effect to it and not to fix the fact of severance to the time when the intention was - expressed and duly intimated.

For all these reasons therefore we unhesitatingly accept, with respect, the ruling in 43 Cal. 1031 as laying down the correct principle of Hindu Law.

It is sought however in this case to subject a declaration of intention to two qualifications which require our attention at this stage. Of them the first is an important

one

one as it has largely influenced the lower court in forming its opinion upon the construction of Exhibit A, while the other, though not so important in the view that we eventually take of the merits of the evidence on the point, has to be considered before we come to a final conclusion, both on account of the elaborate discussion at the Bar and the need to determine the quantum of evidence that may be essential to sustain the contention.

The first question relates to the expression of intention in the shape of a demand, and it arises from a dictum of Mr. Justice Abdur Rahim in 34 I.C. 146 (150) to the effect that "from the mere fact that a member of a joint family -- asks for a partition it is not to be necessarily inferred that he intended a separation of status before a partition was effected." Similar proposition was not brought to our notice in any other case. It has to be noted that the -- statement is in itself carefully qualified by the word -- necessarily, and that the word used is asks and not demand. The observation made by the learned Judge was only casual during the discussion of the facts in the particular case. A son had executed a release deed in favour of his father taking Rs.6000/- and had relinquished his share of the family property. It was found that the document was really --- executed in order to screen the son's share from his creditors. In spite of it the court ultimately held that the document being a formal registered instrument contained a clear expression of a desire on the part of the son to sever the joint status. When dealing however with the oral evidence in the case, Mr. (later Sir) Justice Abdur Rahim says "The oral evidence I have cited

may

may not, if it stood alone, be clear enough to show an unequivocal expression of Rangacharlu's intention to separate himself from the joint family and to enjoy henceforward his share in the joint family property in severalty. It is quite probable that Rangacharlu, who was in need of money, might have on different occasions expressed a desire to have a partition and might have communicated that desire through common friends or relatives to his father. The law requires some unequivocal and definite expression of an intention on the part of a member of a joint family, to the effect that in future he would regard himself as a separated member, and that the expression of such an intention must be communicated to the other members or at least to the manager of the family. From the mere fact that a member of a joint family asks for a partition it is not to be necessarily inferred that he intended a separation of statue before a partition was effected." It is thus seen that what is conveyed by the dictum is that the stray and loose talk and incoherent ideas conveyed through others were not by themselves sufficient to constitute a proper foundation for the claim; the formal -- document was held however to be conclusive in the case.

Assuming that the dictum contemplates a mere demand, it is not easy to follow what exactly could be covered by that expression. There may be a void or no demand, or a sham and unreal demand, but no distinction seems to be possible on the score that a demand is a mere demand. If by the -- word demand, as is often meant in ordinary parlance, it is intended to refer to the asking as a favour, or a request or a requisition, and thereby assign a superior position to one member of the coparceners as if he was in exclusive possession of the property so as to enable him to give and compel

another

another member to ask, it is obviously inconsistent with the principles of Hindu Law according to which a partition "only enables him to obtain what is his own in a definite and -- specific form for purposes of disposition" by ascertaining the items of property that belong to the particular share, 43 Cal 1031 (1048). On the other hand the word demand is used in legal literature in connection with the right of a member to demand partition -- See Jolly's Tagore Law Lectures, page 97, and Mitra on Partition, pages 334 and 336, and Mayne's Hindu Law Section 495 A. A suit is a demand made judicially to recover a right, 9 Mad.53 (57). The communication of -- intention and decision to separate may be made in different forms such as a demand, an assertion, a courteous but -- authoritative request, and so forth. A demand is a signification of intention to separate which any one member has a right to insist upon made with a view to bring about a -- divided status -- Compare 14 W.R. 340 (345). As to the means by which the intention is intimated there can be no difference between a plaint and a notice, 43 Cal.1031 (pages 1044 and 1045), 45 Mad. 489 (495) 1923 Mad. W.N. 13(31). The only question would be whether a demand was made with -- deliberation and earnestness and the parties understood it to be such.

Nor can such a demand made with an intention to divide and enjoy the share separately be lightly brought down to the level of occasional and ineffectual conversation as was the case in 54 I.C. 140, or of a suggestion to the -- coparceners or third parties as was made by Mr. K.S. Veeraswami Iyer to Mr. C.Sreekanteswara Iyer in Exhibit JJ in 1011, about the usefulness of a partition that may perhaps be made leisurely at a future and indefinite time as the

parties

parties may find it suitable. A demand brings about a division in status forthwith while a suggestion does not. Either a demand or a suggestion may be simultaneously -- accompanied by actual partition by metes and bounds, but that may not always occur. If it does not so occur, as observed in the recent case of the Privy Council in 53 A.L.J.468 (page 474), there are two distinct stages, firstly immediate severance of the status of jointness, which is a matter of individual volition, and secondly the division of the joint estate, comprising the allotment of shares which may be effected by different methods. The first is brought about once for all. The second may be effected in a series of stages as may be convenient to the parties having regard to their wishes, the kind of properties and their location, the discharge of debts and the redemption of the properties from encumbrances, and the realisation of the proceeds of the estate. It is clear then that none of the latter arrangements has anything to do with the -- creation of the divided status; that had already come into existence, and the subsequent agreement and arrangements whether small or large are intended to work out its result to completion.

There is one other aspect also to be considered in this connection. It may be argued that an expression of intention was not really serious and was made in fact (1) only as a threat, bluff, or pretence, or (2) under passion, anger, and the like influences. Such a contention is -- easily understood. In the first case there was in fact no real intention at all expressed, it was a sham not -- intended to affect anybody; in the other the person was not a free agent, and the idea expressed by him under the

circumstances

circumstances is liable to be ignored as one tainted with the elements that vitiate a volition in accordance with the general principles of jurisprudence for which Sections 12 and 14 of the Contract Act may with advantage be looked into. Barring these two considerations, and subject further to the observations in the succeeding paragraphs on the question of revocation and reunion, there can be no -- reason for preventing a demand from taking effect from the time of its making, which fact also gives rise to the cause of action to enforce the right.

The second qualification adverted to already is one of considerable nicety and is with reference to issues 4 and 5 on which the trial court has given no findings. The 4th issue relates to the plea of abandonment of intention to divide, and the 5th issue to reunion. The District Judge has held that both the issues were unnecessary. As regards the 5th issue he was however of opinion that there was no evidence and the facts of the case were insufficient to establish a reunion according to Hindu Law. No arguments were advanced on behalf of the respondents in this respect, and also, we are entirely in agreement with the reasons given by the learned District Judge on the point. Issues 4 and 5 however are closely connected and some of the points bearing thereon require consideration. In regard to the abandonment of intention the learned Judge observes "The fact that an intention to separate from the joint family was once entertained and was subsequently -- abandoned does not decide any question of right independent of the question whether there was really a separation or not. What the Court has to consider is whether there was really a division in status or not. In arriving at a

conclusion

conclusion, it has to take all facts into consideration, including among other things, the declaration of intention, if any, and the subsequent acts and conduct of the party. The question depends on the circumstances of each case. But when once it is clearly proved that there was division in status, then the separated member cannot by a new declaration of intention bring about the original joint tenancy except by way of reunion, (See 31 M.L.J. 472 the statement of Srenivasa Iyengar J.M. when once there is a separation, the joint family would cease to exist and an agreement to remain united could only be an agreement to reunite.)".

Such a reason however cannot adequately dispose of the question raised. It could apply only if the intention in a given case is not clear and if a document requires the help of, and permits a reference to, the subsequent acts and conduct including the fact of abandonment. But where the intention happens to be clear in the document, as for instance if a person were to say "from to-day I wish to be -- divided and I am divided from you," it will not do to say that the plea of abandonment does not arise for decision. The intention is clearly there, and it is not possible to get rid of it by resorting to a fiction of absence of -- intention as may be gathered from the subsequent conduct in abandoning it. We have to admit that the intention was -- expressed, and then say that since it was revoked or -- abandoned it ceases to be effective. That is exactly what was held by the Judicial Committee in 48 Mad.254. It is stated at page 258 "In Kedar Nath V. Ratan Singh - 32 All. 415 - a member of a joint Hindu family had filed a plaint claiming a partition but afterwards had withdrawn it, and the Board held that no severance of the joint status ,,,- resulted.

resulted. Their Lordships see no reason to depart from that view, although such a plaint, even if withdrawn, -- would, unless explained, afford evidence that an intention to separate had been entertained." The argument now is that since in that case the withdrawal of a plaint was --- recognized, by analogy the revocations in other cases also could be allowed.

The exact scope of the decision in 49 Mad.234 cannot be easily made out and is left in doubt for the reasons to be presently explained. The question of severance of status by the filing of the plaint, and the effect on that result of the withdrawal of the plaint, do not seem to have been pointedly argued before their Lordships as is apparent from the judgment. As observed in the decision a plaint is evidence of the intention to separate; the same idea had already been expressed by Their Lordships in 30 All.493 (pages 499 and 499). Similar views are to be found in the observation of Kumaraswamy Sastry,J, in 1921 M.W.N. page 168 (169). Still in 33 M.L.J.769 from which judgment the appeal in 48 Mad. 234 arose, this -- position has not been unreservedly accepted, as was also noticed in later case of 67 I.C. 800 (803). Wallis, C.J. did not understand the ruling of the Privy Council to mean that the effect of filing a plaint was necessarily final (see page 782), while Kumaraswamy Sastry,J, states at page 775 "Assuming the mere filing of a plaint is sufficient to sever the status of the coparcener it seems to me that till a decree is passed in that suit it is open to the plaintiff to change his mind and to withdraw the suit so as to leave him in the same position as if no suit had been filed. I can find nothing either in Hindu Law or in the

decided

decided cases to countenance the view that a mere expression of an intention to separate is irrevocable. The decree of the Sadder Court, in my opinion left the parties, just where they were before the filing of the suit." Then as to withdrawal, in a recent case reported in 1927 A.I.R. All. page 433 (436) the learned Judges remarked "The -- bringing of a suit for partition is only presumptive evidence of separation and that evidence may be rebutted by other evidence such as the fact of the withdrawal of the plaint on the ground that separation had not taken place or was not desired (but notwx merely by evidence of -- withdrawal of the plaint)."

In these circumstances a brief reference to the actual points in dispute and for decision in 33 M.L.J.739 and in 32 All.415, becomes essential. The judgment of Wallis, C.J., in 33 M.L.J. at page 733 shows that irrespective of the withdrawal of the plaint the question was whether the fixation of the share of one member operated as a division in status of all the coparceners. According to the -- summary of the arguments given by Kumaraswamy Sastry, J, at pages 773 and 774, the plaint then under consideration was not one for partition of an undivided estate involving coparcenary rights, so that the question of severance of such an estate did not probably present itself for -- decision. Regarding the fact of withdrawal the learned Judges did not make any reference to 32 All. 415 which is relied on in 43 Mad.254. In the judgment in 43 Mad.254 at page 259, as already stated, it is remarked, "In Kedar Nath v.Ratan Singh a member of a joint Hindu family had filed a plaint claiming a partition but afterwards had

withdrawn

withdrawn it, and the Board held that no severance of the joint status resulted." With reference to this the learned counsel for the appellant pointed out that in 32 All.415 the Board did not expressly say in their judgment that by withdrawal of the plaint no severance of the joint status resulted. A perusal of the judgment in 32 All. 415 as well as the arguments to be found at page 424 shows -- that Their Lordships relied on the concurrent findings on facts that after the suit and its withdrawal, Ratan remained joint with his brother Gaya Din till the latter's death and thereby became entitled to two-thirds of the property. Such a result would happen even though --- Rattan's suit had effected a severance, since his residence with Gaya Din ~~xxxxxxxxxx~~ might have amounted to a reunion so as to exclude Umrao who lived separately after obtaining his share by decree. The question is therefore not made clear, whether the <u>undivided status</u> was maintained by reason of the withdrawal of the plaint by Rattan, or whether in spite of severance of joint status by suit he was able to secure Gaya Din's share by reason of his living with him and the consequential <u>reunion</u>. The -- decision was given in 1910 before the case of 43 Cal.1031. The accounts of arguments advanced as given in the -- authorised and other reports do not agree in details. Having regard to the state of the law then prevailing, the points about the effects of the filing of the plaint and of the withdrawal of suit were either not considered so ~~xx~~ important, or were but faintly touched and ~~xx~~ -- strongly pressed upon the attention of the court. A perusal of pages 423 and 424 in the volume of 32 All. shows that the appellant's counsel proceeded on the --

footing

footing that separation was possible only by agreement of members or by a decree. From page 424 it is seen that his Lordship Mr. Ameer Ali even referred to 14 W.R. 339, and threw out a suggestion of the possibility of separation in status by a mere signification of intention; but it was not seriously taken up while arguments were addressed by counsel on reunion and separation of all the members by separation of one.

Thus in 48 Mad. 234, the judgment which is very short is founded on the judgment in 32 All.415 and no other -- reasons are given. In 32 All. 415 however there is no indication of the ~~required~~ requisite issue, sufficient discussion at the Bar, or reference in the judgment regarding the question of severance of status due to intention declared in the plaint and the effect of withdrawal of the plaint on such severance. The dicta in 33 M.L.J. 759 are not based on 32 All. 415; they are not supported by any authorities, and still less by any on Hindu Law, while they seem to proceed by assuming the existence of a power to revoke -- known to the law of contract.

In one sense, speaking in the abstract which we have perforce to do when we are dealing with abstract notions, the contention is no doubt intelligible if the revocation stands by itself and does not trespass further. As stated by Kumaraswamy Sastry, J, in 33 M.L.J.759 (775), the effect of withdrawal of the plaint may be generally to leave the parties just where they were before the filing of the suit; but in point of fact it cannot be so in this instance. ~~tance.~~ True, at page 780 opinion is expressed showing how unnecessary it is to force a general partition by means of a

fiction

fiction on the unwilling members of a family when a single member alone chooses to separate, and then by superimposing upon it another fiction of reunion in order to treat such remaining members as united. But there is no unwillingness or any fiction whatever when one of the members clearly declares his intention to sever the status so far as he alone is concerned. We have to draw a distinction between withdrawal, revocation and recantation, and cancellation, repudiation and abandonment. An intention if it stands alone without giving rise to any effect may of course be withdrawn. If however it automatically brings about a result the revocation is too late and it is tantamount to cancellation; for the divided status will have come into existence, and the very party who deliberately brought it about subsequently wishes to cancel it and get back to the undivided status. As between a revocation and cancellation there is thus all the difference that exists -- between non-division and reunion. So if once a divided status is brought about by the volition of a member, there is a disruption of the joint family and it is not practicable to restore it by mere revocation. As says Manu, in Verse 47 Chapter IX,

सकृदंशो निपतति सकृत्कन्या प्रदीयते
सकृदाह ददानीति त्रीण्येतानि सतां
सकृत्॥

which is translated by Sir William Jones at page 394 of his work thus,

> "Once is the partition of an inheritance made once is a damsel given in marriage; and once does a man say "I give it" those three are, by good men, done once for all and irrevocably.

See

See also Mitra on Partition page 313 and 31 I.A.L.J.472 (475). This view also is expressed by Coutts Trotter, the learned Editor of the latest Edition of Mayne's Hindu Law. At page 727 he says "It would seem to follow that once the intention is manifested and the severance thus established, the result cannot be affected by a subsequent recantation. There may of course be a subsequent agreement between the members to re-unite, or circumstances from which such a -- reunion may be inferred; but it is difficult to see how a coparcener who has once determined his election can have a locus poenitentiae to ~~annul~~ annul the consequences which legally flow from his act, any more than he can annul the act itself."

The contention put forward is also not consistent with expediency, for apart from the desire and vacillating -- attitude of a particular member, we have to consider the effects on others including strangers as well as the remaining family members even to whom the theory of revocation may not always be advantageous. It is impossible to predicate the moment when a revocation may be expected and to fix any limit of time for it. There are no authorities to allow such revocations, and ~~xxxx~~ much less to fix the time therefor. The ultimate period must at any rate be the actual distribution of properties though it is not -- apparent why even that should be a bar. A revocation may have to be allowed even after a decree has been passed for it may still be on paper and unexecuted and the properties undelivered. And then there may be births and deaths in the family, (as also happened in this case by the death of Mr. A.S. Krishna Iyer), and in the meanwhile certain members may have, on the faith of the division brought about, --

openly

openly or secretly dealt with their own shares as they liked and had transactions with strangers. In this way we will be introducing under the Hindu Law inconvenient complications into the already complicated question on the basis of other laws such as Sections 5 & 6 of the Contract Act and estoppel, for which there can obviously be no authority; that is to say, the matter ~~would~~ passes from the control of Hindu Law to the domain of other laws. Whether in the case of a Hindu family or of a -- corporation, it will be very prejudicial to permit revocations freely. If by reason of a notice or declaration a result follows or is expected to follow, it should be held binding in the interest of both the parties as well as the outside public.

We might venture to say therefore that until the questions are more fully raised and there is further elucidation of the points involved, the judgment in 48 Mad. 254 has to be understood, as in 32 All. 415, with reference to the particular facts of that case. For the reasons given in the foregoing paragraphs, a plea of revocation, by whatever -- appellation it may be advanced, amounts virtually to one of reunion. At all events we feel no hesitation in saying -- that before effect could be given at all to any such allegation or plea the evidence and conditions should be as strong as are requisite to establish a reunion.

The result is that a single member of the coparcenary brings about the severance of joint status by declaring and communicating his intention to divide and to enjoy his share separately. That intention may be expressed verbally or in writing or by acts and conduct. The writing may be in -- different forms such as a deed, a letter, a notice, or a plaint filed in court. Though the degrees of formality

apparently

apparently range in the order given, there is no special virtue or strength attached to any one of them; as often as not an oral declaration coupled with conduct may be more important than a writing, and a letter or notice more effective than a plaint. The surrounding circumstances may be looked into (1) to find out the intention when its expression happens to be not clear, and (2) also, subject to the rules of evidence as to burden of proof even when the intention is clear, to determine whether the declaration was deliberate and real, or was only a sham, or one made by the person when he was not a free agent and did not know his own mind at the moment of making it.

Having endeavoured to make clear the several -- principles applicable to the circumstances of this case, we now take up for consideration the notice Exhibit A got issued by Mr. K.S. Doraswamy Iyer by his Solicitors Messrs. Brightwell and Morseby to the members of the coparcenary. The contents of Exhibit A have already been given in --- extenso. It has to be observed at the outset that this notice as well as the replies and rejoinders Exhibits E, C, F and D sent by the respective parties to each other are discursive exhibiting passion, each party trying to show that what the other averred was not true or reasonable. The main features however are quite plain when the documents are read, which is that Mr. K.S.Doraswami Iyer wanted no longer to have anything to do with the other members by way of joint status, and that he desired to have his -- share separated so far as it was possible to do with a view to assume its exclusive management himself. The

separation

separation in status referred to in Exhibit A has been explained in Ex. B. the last of the three communications, as referring to the year 1903. That ~~decision~~ division however has been ~~found~~ held by the -- trial court not to be founded, having regard among other things to the recital in Exhibit 20 executed in ~~xxxx~~ 1913 by Mr. K.S. Doraswami Iyer and the other members of the coparcenary conveying some house sites ~~belonging to~~ owned by the family in the Mysore City and in the papers relating to Allambur litigation in 1913. Mr. K.S.Doraswami Iyer was evidently anxious to have the accounts taken and settled with effect from 1900 in order that the large expenses which in his opinion had been improperly --- incurred in connection with Upanayanams and marriages and Jewellery may not be debited to him. The question of a divided status in 1908 is no longer material since that basis is not now pressed, though the counsel still relies on the facts connected with it with a view to explain the feelings working in the mind of Mr. K.S. Doraswamy Iyer as they ultimately led him to issue the notice Exhibit A.

The lower court after discussing the evidence and holding that the divided status from 1908 could not -- stand, has proceeded to construe the meaning of Exhibit A. It analyses the conditions necessary to bring about a separation in status and puts them into 4 classes -- thus,--

(1) An existing joint family, and joint status:

(2) a coparcener intending to separate himself from that joint family.

(3)

(3) an unambiguous and unequivocal intention on the part of that coparcener to separate himself: and

(4) the intimation of that intention to the other coparceners.

The material portion of the judgment dealing with the question is:--

"That a mere demand for partition cannot bring about a severance in status is clear also from 64, Indian Cases 133, where Abdur Rahim, Justice, observes:-- "From the mere fact that a member of a joint family asks for partition it is not to be necessarily inferred that he intended a separation of status before a partition was effected."

" In the first paragraph of Exhibit A, what Mr. Doraswamy Iyer says is that he and his brothers are living separately for some years, and that though for all intents and purposes there has been a division in status, there has been no actual division. He does not thereby make any declaration that his intention is to separate himself and to enjoy his share in severalty thereafter. He says that there has already been a division in status for all practical purposes, though in this particular letter he does not specifically mention when the division in status took place. In construing Exhibit A, it is also necessary to take into consideration the other notices that were issued soon after in the same connection by Mr. Doraswamy Iyer in the course of his correspondence with Mr. Krishna Iyer following upon Exhibit

" In exhibit D, dated 19-8-1917, Mr. K.S. Doraswamy Iyer has clearly and expressly stated that the division in status

came

came into existence most definitely on the 9th February 1908, and was emphasized by subsequent conduct on both sides time and again. So what Mr. K.S.Doraswamy Iyer says in paragraph 1 of Exhibit A is that there was practically a division in status in February 1908, but that there has been no actual division by metes and bounds: in other words, he makes a statement of fact whether it is real or imaginary: he does not therein declare his intention to separate himself from the family which until then was joint and to enjoy his share in the property which was held until then jointly. The cases already referred to decide that only such a declaration could bring about a severance of the joint status.

"Then in paragraph 2, he says that "the present unsatisfactory state of affairs should not continue any longer," and that the family properties should be -- divided and each member put in possession of his share. "Reading this with the previous one, it seems to me that what is stated amounts to this:-- "There was a severance of the joint status in 1908, but the properties are still not divided by metes and bounds this tenancy in common is unsatisfactory and should not continue any longer and an actual division must be made, and each tenant in common put in possession of his share." In the last paragraph he wants his brothers to agree to this course on pain of being dragged into court. It seems to me therefore that this notice does not amount to a declaration of Mr. Doraswamy Iyer's unambiguous, unequivocal, definite and clearly expressed intention to separate himself and enjoy his share in severalty within the meaning of the

Privy

Privy Council decisions referred to above. It does not refer to a present intention to separate himself from that day but refers to a past division in status. There was an object in dating the division in status to 9th February 1908. The Upanayanams took place in March 1908, and the date -- prior to the annual shradha of his mother in that year was fixed, so that Mr. Krishna Iyer might be made to bear the expenses connected with the Upanayanams and marriages. The cloven foot peeps out in both the letters exhibits C & D. He says in Exhibit C:-- "Our client is of opinion that it should be easy to arrive at a settlement whereby one -- member does not benefit at the expense of the other members out of the family assets." He says in exhibit D:-- "It looks like an attempt to throw on the joint family if not on our client personally the large sums amounting to about a quarter of a lakh drawn by your client for the Upanayanams of his sons and the weddings of his daughters and the purchase of jewellery." In Exhibit A, Mr. K.S. Doraswamy Iyer asks for a division by metes and bounds on the basis of the division in status in 1908.

"The above construction seems to me to be further -- strengthened by the subsequent notices that passed between the brothers. I have already shown that the plaintiff and her counsel have also taken the same view in Exhibit 25. In Exhibit E, dated 19-2-1917, which was a reply to Exhibit A, Mr. Krishna Iyer denies that there was a division in status as alleged in Exhibit A, and asserts that the family has continued and still continues to be a joint one. In his reply exhibit C, Mr. Doraswamy Iyer again says:-- "You have been living separately as divided members..... The divided status was evident to all the world from the relative

relatives between you in the important domestic, religious and social functions of a Brahmin house-hold, which were -- such as to contradict a status". In Exhibit D, the last notice issued by Mr. Doraswamy Iyer, he makes a definite and specific statement that the divided status came into existence most definitely on 9th February /1908. Thus it was clearly not his intention to separate himself from a family which was joint till then. The construction that is now sought to be placed upon Exhibit A by the plaintiff's counsel was not the one that Mr.K.S. Doraswamy Iyer himself has expressly put upon it: it would amount to a declaration which the plaintiff would now wish him to make. If a divided status had ~~been~~ taken place as urged by Mr. K.S. Doraswamy Iyer in 1908, only, there was no joint status in 1917 to be severed by the notice Exhibit A. It is very significant that no where does Mr. Doraswamy Iyer say that even if there was no division in status in 1908, as alleged and insisted upon by him, still he may be considered as having separated himself from the family at least from the date of the particular notice, Exhibits A, C or D. Such a position was quite open for him to take if he really --- intended to take it: But that ~~that~~ was obviously not his intention."

The reasoning adopted is this:

(1) The alleged division of status from 1908 is held by the court to be false. By setting up a ~~non-existing~~ past divided status (though non-existing), the existence of a present joint status is denied; so one of the essential conditions is wanting: as a consequence there cannot possibly be any joint status to divide, or any present intention to separate such status.

(2) There is a demand for partition, but it is a mere demand, and so it cannot amount to a declaration of inten-

intention to separate.

(3) To show a present intention to separate the notice should have stated, "even if there was no divided status from 1908, at least consider me as divided from to-day."

We are quite unable to assent to this argument which appears to us to be strained and opposed to the very object with which the notice was gotissued by Mr. K.S.Doraswami Iyer with grievances pent up in his mind. The reference to the past divided status would in our opinion go to strengthen rather than weaken the intention expressed in the notice. We are not concerned here with the form of words used but with the intention. The best ~~ex~~ way of ascertaining the intention and the primary meaning is to make each part of the document expound the other so as to make all the parts agree. We must not forget to note that Exhibit A by itself does not state that there was an actual partition in 1908; it ~~xx~~/only states that by reason of separate residence the status became divided "to all intents and purposes." The reference to the division in 1908 found in the last letter exhibit D will have to be read in the light of the qualification found in the very first notice Exhibit A. The desire of Mr.K.S.Doraswamy Iyer evidently was to obtain the benefit of an account on the basis of a -- separated status from 1908 owing to the hard facts of separate residence and expenditure by the brothers, quite irrespective of the recitals in the sale deed and the papers of Nilambur litigation in 1913 which he had -- forgotten and of which admittedly he had to be reminded later on.

Assuming

Assuming for argument that Exhibit A taken along with Exhibit B contemplates a divided status in 1908, -- to hold that on account of the first part of Exhibit A no joint status could exist, and at the same time to construe its second part as amounting to a more demand would be a contradiction in terms. For if there is any demand at all in Exhibit A, it must clearly postulate the existence of jointness as a condition precedent to enable a demand. In the first of the three propositions in the judgment under appeal, as analysed above, there is a mixing up of the -- result of the court's finding with what was in the mind of Mr. K.S. Doraswamy Iyer; we cannot take up the premises from one and the conclusions from the other. Whether divided in status or not, the properties had yet to be allotted to each member. What Mr. K.S. Doraswami Iyer wanted to secure by Exhibit A was an immediate allotment and delivery of his share; if that is not his primary intention what else can it be? It is plain that Exhibit A contains two independent statements not inconsistent with nor effecting each other. The first statement is that on account of the divided status in 1908 all the properties should be divided with effect from that year. The second is that in any event the existing unsatisfactory condition must cease, as Mr. K. S. Doraswamy Iyer was determined to separate himself and to secure his share forthwith, even at the cost of filing a suit should he be driven to adopt that course in consequence of any possible obstructions from the other coparceners. Taking the first statement in Exhibit A we have to construe it according to the intention of Mr. K.S.Doraswamy Iyer and not according to ~~the intention~~ what the court has since found after trial on

the

the question of status in 1908. According to Mr. K.S. Doraswamy Iyer he was divided in status in 1908, that condition was still running on the date of notice and would continue even after that date, and it was never extinct. All that was desired was to give further effect to that divided status by allotting the properties to each ~~akkan~~ member. There is a declaration naturally flowing from and necessarily implied in Exhibit A that he was already divided and would continue to consider himself divided from its date as well. In such circumstances if the court found that the divided status in 1908 was true, it had only to give to Mr. K. S .Doraswamy Iyer his severed but yet undefined share after defining it by metes and bounds; if it found that the divided status was not true it had also to sever the status, and give him his ~~allotted~~ allotted and defined share. The same result would follow if Mr. K.S.Doraswamy Iyer's mind alone is taken. There is a demand by him for giving effect to a past -- divided status in which case he expected to realise more for his share in the distribution, but there is certainly also a demand for the present partition of the properties. The greater relief includes the less; the operative clause in Exhibit A is the one for partition and delivery of the share; if the notice asks for a larger benefit in distribution with effect from the past, more so is there a demand at least from the day of notice.

The suggestion of the lower court in the third proposition above mentioned that Mr. K.S.Doraswamy Iyer should have stated that "even if there was no division in status in 1908, as alleged and insisted upon by him, still he may

be

be considered as having separated himself from the family at least from the date of the particular notice," could no possibly have been adopted by him in Exhibit A or even in the other letters, since that would be throwing a cloud on his allegation of the past divided status in which he fully -- believed, and he could not be expected to consistently make such a statement to his prejudice. Though the point was raised during the argument, no satisfactory solution was suggested as to how exactly a notice could be drafted otherwise than in the form of Exhibit A, without stultifying the position about the past separated status. Still in the reiteration of ~~the~~ Mr K.S. Sreeramaiyer's decision for immediate partition in the letter Exhibit D, sent through his Solicitors, it was clearly intimated, "We are instructed to repeat that it is easy to arrive at a "definite concrete" scheme whereby one brother shall not suffer from another absorbing the lion's share of the income, whereby each can agree to bear the ~~sxxx~~ charges on the income that were incurred for himself and family and refrain from further inroads on that income It was conceded by Mr. Alladi Krishnaswami Iyer though not by Mr. L.A. Govinda Raghava Iyer that there need be no express words of intention to separate from the very date of notice, and that according to the authorities that -- intention might be gathered by implication . According to the decisions already cited it is settled that the mere filing of a plaint for partition amounts to the unequivocal declaration of ~~xx~~ intention which is regarded as a sufficient partition in ~~xxlaw~~ — See also Gour's Hindu Code, Second Edition, page 669. That is, the declaration of

intention

intention is contained in the plaint. It is common -- knowledge that in framing plaints no special paragraph is devoted to an allegation that the plaintiff in any event wishes to consider himself divided from the date of the plaint. Yet the courts are giving relief on the basis of such declaration, and the date of institution of the suit is taken as the starting point for division. As already stated there is not any particular strength in a plaint as opposed to a notice like Exhibit A in the matter of declaration of intention... It is too much to say that every notice or plaint for partition should invariably contain an express statement of intention to divide from its date. If instead of sending the notice, a plaint had been filed by Mr. M.S. Doraswamy Iyer worded like Exhibit A, there can be no doubt that the suit would not have been thrown out as not containing a declaration of division from the date of the plaint. In this connection the case in 35 All.80 cannot help the defendants, and in fact it may go to support the contrary proposition, for that decision as already -- explained was confined to past ~~mesn~~ mesne profits which -- could not possibly be granted when the alleged partition was not proved, -- see pages 81, ~~1~~ 86 and 89. If there was also a prayer for partition and delivery of the share due to the plaintiff and that prayer had been adhered to and -- pressed the court would no doubt have granted the relief. The right to demand a partition and a demand to enforce that right presuppose the existence of a wish and intention to separate from the very moment of demand which is --- prompted by that wish and intention.

It

It was also urged that even though Exhibit A could not be ~~xxx~~ ineffectual by reason of its reference to the past divided status, and even though there may be in it a present intention to divide, still the division contemplated is only a completed division by metes and bounds, and not a division in mere status from the date of Exhibit A. The argument manifestly ~~xxx~~ ignores the antithesis between -- status and actual division mentioned in Exhibit A while the subsequent correspondence goes to show that the parties knew well that there was no chance of an immediate~~xx~~ partition by metes and bounds, and that according to Mr. A. S. Doraswamy Iyer only a definite scheme was possible as an interim arrangement so that no divided member could make any further inroads upon the share of income pertaining to another. Then there is no indication in the correspondence that the parties construed Exhibit A as otherwise than a demand for immediate partition. The differences between the brothers related to the past division in status as it might have probably proved prejudicial to one party or the other upon the taking of accounts , and to the mode in which the -- encumbered properties could possibly be divided as a -- temporary measure. There was no suggestion or controversy that the notice contemplated a partition to be effected at a future and indefinite period.

This kind of splitting the effect of a notice demanding partition was not supported by any decided cases, while those available are of high authority and most -- clearly against such a contention. Next to the declaration of intention made through court by a plaint, the most important mode is by formal demand made directly or through

business-

business-men as a precursor of suit should the party be forced to file one. In the leading case of 43 Cal.1031 as described at page 1034, "Mariner gave notice by registered letter to Dhundiraj that he wished to have a partition of the whole of the joint family properties, and to obtain his one-third in share severalty, and asked whether he was prepared to do this privately and without delay." The fact that the notice there was followed by suit was but accidental, and as observed by Their Lordships at page 1044 & 1045, and as also noticed in 1923 Mad.W.N. page 19 at page 31, the severance of joint status was effected by the notice itself. Whatever strength was allied to the notice in that case by the filing of the suit, the same has been acquired by Exhibit A in the present case from the correspondence that followed it. In 45 Mad.439, it was only an instance of a mere notice which according to Their Lordships effected a separation -- see page 495. In 1927 A.I.R. Mad. page 1060 (1069) the suggested draft to declare the intention uses a future and not a present tense. All these go to indicate that according to the settled meaning of judicial construction of a notice, it operates as a declaration of intention to divide and to enjoy the share separately. The attempt to reduce a demand by notice to an ordinary proposal for future partition was tried in 43 Cal. 1031, (see page 1033), but it made no impressions on Their Lordships. There is no special form prescribed for notice to partition. The law is clear that no agreement on the part of the coparceners is necessary to effect a division. The notice Exhibit A is a business document got deliberately issued by Mr. A.S.Doraswamy Iyer through an English Firm of Solicitors mush

against

against the wishes and advice of his Indian friends, and a business firm may in the usual course be expected to know the law bearing on the subject, and the effect of such a demand made on the family members giving prominence therein to the belief in separated status.

If then Exhibit A contains an intention to separate, and to separate at once from its date, the next question would be whether there is anything to take away the effect to which it is entitled. We may first dispose of the point whether Mr. K.S.Doraswamy Iyer was not a free agent when he issued the notice and whether Exhibit A is on any such ground null and void and has to be vacated. There is neither suggestion nor evidence to support that theory. Mr. K.S.Doraswamy Iyer held the high office of the Revenue Commissioner in the State and was administering law himself; he may therefore be presumed to know the weight of the step he took in instructing his Solicitors and getting the notice issued.

In the second place the question is whether the notice is for any other causes meaningless and not intended to be serious so that it is altogether inoperative. Both sides have referred to acts and conduct prior and subsequent to the issue of Exhibit A, and both contend that they aid them. Most of the evidence however relied on by the parties had for its object the proof or disproof of the divided status from 1903. But a portion of the evidence may possibly be also taken as relating to the suggestion on the defendants' side, that Mr. K. .Doraswamy Iyer was in the habit of using threatening language with a view to get money required for his heavy expenses. It is urged for the defendants that Mr.K.S.Doraswamy Iyer who was always in need of money and was impulsive used to demand for accounts whenever

Mr.

Mr. C.Sreekanteswara Iyer pleaded want of funds, and that Exhibit A is merely indicative of similar temper and demand for accounts and nothing more. The plaintiff's side on the other hand contends that whatever may be the motive -- underlying Mr. K.S.Doraswamy Iyer's conduct, he was throughout complaining of appropriation by his brothers of a larger share of the family funds than was justifiable, that the culminating point was reached when he decided to have his share separated and issued the notice, and that he persisted thereafter in having that desire fulfilled.

Before proceeding further we would do well to clear a ground that may obscure the issue, that is, the attitude of Mr.K.S.Doraswamy Iyer in repeatedly calling for --- accounts of each of the brothers, and showing thereby a spirit to separate himself probably to the prejudice of some of the other members, who had larger families to support and greater number of occasions to incur heavy expenses in connection with marriage, and other ceremonies. In this matter it is obviously difficult to dogmatize. Opinions must necessarily differ. One view possibly may be to support the old tradition of a joint Hindu family in which the eldest brother manages the household more or less effacing his own self and working for the benefit and support of all. Others may entertain a different view and hold that in the interest of harmony and justice to each member's right in the coparcenary property, it is best to have separation in status so that if one is minded to be generous he might give out of his income to the other -- members and win their gratitude rather than leave them under the impression that what they enjoyed was as of

right.

right. In such a case it is possible to charactorize such a member as selfish or even eccentric, but as observed by the Privy Council in 43 Cal. 1031 at page 1043, "neither the co-sharers can question his intention nor can the court -- examine his conscience to find out whether his reasons for separation were well founded or sufficient." In the present case it is not easy to say that the calling for -- accounts by Mr.K.S.Doraswamy Iyer was always a mere threat. The evidence shows that he has been complaining and asking for accounts off and on consistently with the preservation of harmony among the members and the fund-holder Mr. C. Sreekanteswara Iyer , nor can it be considered as wholly unreasonable. In his letter Exhibit MM of the year 1912 addressed to Mr.C.Sreekanteswara Iyer he wrote, "The back books left on my mind a general impression that with correct and careful management we should have got out of the wood long long ago with something in hand to go on with for the rest of our lives. But instead the situation is an overwhelming debt whose upkeep at Rs.30,000/- a year would seem to have been our special care! We have been earning a small fortune every year to feed, nourish and maintain a fortune in debt!" Whoever may be responsible for it and whatever the cause, -- and in this Mr. K.S.Doraswamy Iyer himself should bear his own share, -- it is in evidence that for over ten years the accounts covering lakhs were not made up and settled to the satisfaction of all concerned. The first attempt to -- compile these accounts was made in 1911 or 1912 as is -- apparent from Mr. K.S.Doraswamy Iyer's letter Exhibit JJ. After a mishap in totalling made by Mr. Salomson of Madras, which most unjustly engendered a suspicion in Mr. K.S.Doraswamy Iyer's mind towards Mr. C.Sreekanteswara Iyer than whom, as the evidence on all hands fully establishes and in

the

the words of Mr. C.S.Doraswamy Iyer with which we agree, a more devoted and loyal friend of the family could not be found, the accounts were audited by Mr. Bhaishankar in -- Bombay at the request of Mr. K.S.Doraswamy Iyer. The accounts in Exhibit W are the result of that audit. We accept the evidence of the first defendant that the headings for personal expenses of the brothers were given by Mr. Bhaishankar, but since Mr. Bhaishankar was moved and instructed by Mr. K.S.Doraswamy Iyer it is quite likely that Mr. K.S.Doraswamy Iyer himself put the idea into Mr. Bhaishankar's head. In any case between 1912 or 1913 the personal accounts as per Exhibit CC were prepared by the first defendant according to instructions given by Mr. K.S.Doraswamy Iyer, and Exhibit X was prepared in 1916 showing the allotment of personal expenses according to Mr. C.Sreekanteswara Iyer's ideas. Exhibit DD is a running account prepared after the 17th July 1917 by Mr. C.Sreekanteswara Iyer as the person in charge of the family finance. These accounts go to indicate that Mr.K.S.Doraswamy Iyer had deep-rooted in his mind a determination to have the items of expenses allotted according to the several rights of each member, though such allotments were subject to further consideration and settlement in due course by all the members concerned including Mr. C.Sreekanteswara Iyer. This idea of Mr. K.S.Doraswamy Iyer may be of his own making not consented to by the others, but a settlement of accounts according to the several rights, whether tenable or not, had been burnt into his mind and he stuck to it to the last even after the arrangements of July 1917 with reference to certain items, and until his last illness, as can be seen from Mr. K.S.Doraswamy Iyer's

letter

letter Exhibit QQ, dated 31-8-1917 to Mr. C.Sreekanteswara Iyer, and Exhibit 73 the confidential note of Mr. C.Sreekanteswara Iyer dated 3-9-1917 sent to the first defendant. Exhibits 57, 58 and 59 also confirm the same view.

As regards the plaintiff's oral evidence it is not material on most of thepoints and may be left out of account having regard to the letters of Mr. K.S.Doraswamy Iyer himself and those sent by him through his Solicitors. The plaintiff's evidence regarding her husband's resentments and feelings find corroboration in Exhibit D issued under his instructions. That letter refers to questions about the performance of Shradha, and the courtesy in the matter of letters of invitation. Mr. C.Sreekanteswara Iyer and the first defendant depose to having satisfied Mr. K.S.Doraswamy Iyer that the division of status from 1908 could not be sustained in view of the part taken by him in connection with the sale of the Mysore house sites and the litigation in Manjeri and Calicut. But there is no express evidence that they attempted to satisfy him regarding his allegation about the Shradha and the letters of invitation. This does not mean that what the witnesses now explain should not be accepted; there can be no inference one way or the other. Mr. C.Sreekanteswara Iyer says that Mr. K.S.Doraswamy Iyer "was a noble and respectable man and would never speak an untruth". The omission to discuss those matters with Mr. K.S.Doraswamy Iyer must therefore only mean that it was felt delicate to provoke him by entering into discussion on events which had been elaborately and purposely detailed by him in Exhibit D. It is needless to say that the same privilege has to

be

be extended to Mr. K.S.Doraswamy Iyer if he felt it delicate to constantly press upon the attention of the first defendant and Mr.C.Sreekanteswara Iyer the effe t of the notice of which they were aware and were deemed to be aware. However the questions regarding Betal and Sugar presented in a rattan or silver tray, the performance of Shradhas, and the letters of invitations do not in our opinion count much in the case so as to require any special findings thereon; the lower court has fully dealt with them. But we may observe that there is nothing improbable in Mr.K.S.Doraswamy Iyer changing his mind after the sixth of February 1903, to perform the Shradha in Bangalore on the 10th of that month, and coming over to Bangalore owing to some urgency in anticipation of sanction of the leave for which he could move the Government by letter after coming here. Similarly in the absence of evidence showing instances, though invitations may be issued in a divided family in the name of the senior member, it is not clear if in an undivided family invitations are issued in the name of a junior member. It may be that the issuing of such invitation was introduced as stated by Mr. C.Sreekanteswara Iyer and the first defendant as a reform, but it cannot be said to be a custom from the evidence available. We do not propose to pursue this question further as the same is not necessary. For the present purpose it is enough to say that rightly or wrongly Mr. K.S.Doraswamy Iyer seems to have been brooding over such family misunderstandings all of which may not have found expression outwardly.

The deceased brothers do not seem to have been particularly imbued with equanimity of temper. According to Sir C.P. Ramaswamy Iyer "the temper was in proportion to the seniority of age among the brothers." Mr.K.S.Krishna Iyer was thus no less sharp-tempered. Rightly or wrongly when

when the sister removed from Kumara Park to Mr. K.S. Krishna Iyer's house as if he and his people were more -- cordial and better disposed towards her Mr. K.S.Doraswamy Iyer may have felt irritated. It is elicited also in the cross-examination of the plaintiff that Mr.K.S.Doraswamy Iyer's daughter was not quite on good terms with her own parents and that she and her husband used to stay in the house of Mr. K.S.Krishna Iyer though their children were in Kumara Park with Mr. K.S.Doraswamy Iyer. Anyhow the fact that within a few days after Mr. K.S.Doraswamy Iyer received a reply Exhibit F from Mr. K.S.Krishna Iyer's counsel he readily collected together all the incidents and furnished to his solicitors the several details for a long letter like Exhibit D, shows clearly that throughout from the year 1908 he was calculating upon such differences in the family as sufficient to establish a divided status,-a circumstance that may go to explain the phrase "to all intents and purposes" found in Exhibit A. On that footing Mr. K.S.Doraswamy Iyer may have had in his mind the settlement of -- accounts from the year 1908 though eventually he may or may not have succeeded in his attempt.

It is not possible therefore to lightly regard the issue of notice Exhibit A as meaningless and to hold that Mr.K.S. Doraswamy Iyer was merely threatening and keeping silent after securing some money for his expenses or an explanation. The documents in the case do not show any such empty threats. The reference to partition in Exhibit JJ dated 1911 is a casual remark at the end of the letter addressed to a third party and not to the brothers. In 43 Cal. 1031 the facts were worse, for in that case an actual notice had been

issued

issued to the coparcener himself. In the present case the issue of notice Exhibit A was followed by further protests and insistence on partition in the subsequent letters C & D. Sir S. Subrahmanya Iyer to whom Mr. A.S.Doraswamy Iyer had spoken took the issue of notice as a serious matter. Mr. E.R. Subbroyar who as desired by Mr. A.S.Doraswamy Iyer had called on Sir S.Subrahmanya Iyer states, "After I saw Sir Subrahmanya Iyer, I learnt from him that without consulting him, Dorasami Aiyar had sent a lawyer's notice to his brothers, or so. Sir Subrahmanya Aiyar stated that in an excited manner and with displeasure. He also hoped that a copy of the notice was not sent to the family creditors, and he emphatically refused to have anything to do with the matter. Before I interviewed Sir Subrahmanya Aiyar with the papers, my mind was blank. After the interview and after I read the papers, I might have formed the impression that Doraswami wanted to take steps for effecting a partition in the family." Exhibit KK is the copy of notice sent to Mr. C.Sreekanteswara Iyer who returned it on 3-3-1917 to Mr. A.S.Doraswamy Iyer, who however sent it back to Mr. C.Sreekanteswara Iyer endorsing -- thereon that it was all right and was sent under his instructions. The same idea has to be found in Exhibit B which will be referred to later on. Exhibit J is a -- letter written by Mr. A.S.Doraswamy Iyer to his Solicitors regarding the further steps to be taken by himself and them. There can be no doubt therefore that Mr. A.S. Doraswamy Iyer made the demand in all seriousness with desire to have his share separated.

Holding

holding then as we do that the notice was operative, we have next to take up the question of revocation or abandonment. What exactly is meant by the use of those words in the present case is not clear, but from the arguments advanced it may be understood as stating (1) that the notice itself and consequently its effect were totally revoked and (2) that in the alternative, even though the intention to sever continued to exist, the time from which it had to be enforced was shifted from the date of Exhibit A to a future date, namely 1st October 1917 which appears in Exhibit 58. It is further sought to make out, that the events subsequent to the date of Exhibit A reflect backwards and throw light on the interpretation of Exhibit A itself as contemplating only a future and not an immediate partition. These questions may be now examined

The material documentary and oral evidence relied on by the respective parties in this connection is this. On plaintiff's behalf in disproof of the arguments two documents are mentioned namely, Exhibits R and S . Exhibit R is a letter written on 8-3-1917 by Mr. K.S.Deraswamy Iyer to Mr. L.N. Subbaraya Iyer who was in Madras. Mr. K.N. Subbaraya Iyer did not at first recollect having received the letter but later on he said he might have received it and he recognized the original; on referring to it he remembered the incidents and gave evidence on certain points, and he also proved the hand-writing of Mr.K.S.Deraswamy Iyer in it. This letter states, "We can arrive at the concessions for marriages and Upanayanams later on as <u>concessions pure and simple</u>. You know that I am prepared

to

to make every reasonable concession. The Solicitors' Communications have been of use in showing that I want something definite to be done at once. Nanjeppa (i.e., Mr.C. Sreekanteswara Iyer) and Ramaswami spoke to me about the matter and I gave them to understand that all that I had to say was the Solicitor's communications." Mr. E.R.Subbaraya Iyer deposes that he returned the papers to Mr.K.S.Doraswamy Iyer as Sir S. Subrahmanya Iyer to whom Mr. K.S.Doraswamy Iyer wanted him to speak, was displeased at the issue of notice and warned him also as a friend not to do anything in the matter. The other document Exhibit S is proved by Mr. R. Shamiengar who was the personal and confidential clerk of Mr. K.S.Doraswamy Iyer. It purports to be an account of the expenses incurred in connection with Kumara Park and Mysore House from 1-7-1912 to 30th April 1917. It contains a note that an item of Rs.243/- and odd which was paid "after date of notice" was deducted as one entered by mistake. The word notice, according to plaintiff's side, and as it also seems to us, evidently refers to Exhibit A, and it is sought to be made out that the expense was deducted because of the divided status from its date, though the exact meaning of it all could not be made out by either side. The writings R & S are thus proved and there can be no doubt they are genuine. But the defendants' side contends that they can be relevant only under Section 32 of the Evidence Act but that that Section cannot apply to the document. The plaintiff's counsel says that the documents are relevant to show the state of the mind of Mr.K.S.Doraswamy Iyer with regard to Exhibit A, whatever may be their evidentiary value. We do not find any difficulty in reading both the documents as evidence. Both of

them

them contain the writings of Mr.K.S.Doraswamy Iyer and there is no question of their authenticity. As regards the relevancy the substance of the evidence of Mr.E.R. Subbaraya Iyer is that he recognized the letter as the original and recollected the action taken by him in -- compliance with it. Then as to Exhibit S the evidence of Mr.Chandiengar ~~xxxx~~ proves that under the instructions of Mr.K.S.Doraswamy Iyer he prepared the list Exhibit S from vouchers and accounts furnished to him. The first defendant also says that Mr.K.S.Doraswamy Iyer used to get his accounts written by the clerk, show them to the first defendant and give suggestions in the preparation of accounts. Mr.K.S.Doraswamy Iyer's letter Exhibit XX 58 dated 3rd August 1917 to the first defendant shows that he was looking through and checking the accounts from sometime before that date. In this view there is no reason to isolate the account Exhibit S got compiled by Mr.K.S.Doraswamy Iyer, from the family accounts that have come from the custody of the parties. They are all parts of the family accounts prepared and kept in regular course as far as practicable and have reference to each other; if one part is relevant, so also is the other whatever may be the value to be attached to any particular entry.

Then we have the oral evidence of two important witnesses Mr. K.S.Doraswami Iyer and Sir Kumaraswami Sastry. It is relied on by the defendants to show (1) the undivided status of the family, (2) that even after the issue of the notice, by his silence and conduct Mr.K.S.Doraswamy Iyer left an impression in the mind of the witnesses that the family was still undivided

So

so that (a) the notice itself was entirely abandoned, or (b) that even if there was no abandonment of the notice, Mr. K.S.Doraswami Iyer could not have contemplated in that document a divided status from its date, and (3) that even if Exhibit A did intend severance of status from its date, that intention was abandoned in favour of a divided status from 1st October 1917 or from some other date in future as may be found convenient by the parties.

The incidents to which the evidence of these two witnesses relates have been set out at the outset. Mr. C.S.Doraswami Iyer refers to his meeting Mr.K.S.Doraswami Iyer and the first defendant in July 1917 and to the -- arrangements proposed as embodied in Exhibit 56, and Sir C.V. Kumaraswamy Sastry refers to the draft will Exhibit A. The evidence of the witnesses was subjected to criticism, but we have no hesitation whatever in holding that it is altogether unassailable and unexceptionable. They are gentlemen of high standing, and are also friends of the whole family and as such are the well wishers of both the parties alike without distinction. Their evidence however is hedged round by limitations of facts placed before them at the time, as can now be seen from the fullness of materials placed before the court and the full perspective which it presents. The court therefore has to weigh all the evidence including that of the witnesses which forms only a small portion of the whole.

First regarding the undivided character of the family the evidence given necessarily comprises two -- parts,

parts, (1) of actual knowledge of facts from association with the members of the family, and (2) the opinions -- formed by the witnesses upon application of law to such facts as they eminently possess the requisite legal -- learning. On both the points we should have had no hesitation in accepting their evidence irrespective of the question of relevancy of opinions, but for the fact that the witnesses had not before them a very material factor. From their ordinary knowledge of the family they had no reasons whatever to think that it was otherwise than undivided. Still the question of divided or undivided condition is one of mixed law and fact, — 1 Mad 232 (258). Opinions are relative to the extent of knowledge and the facts placed before the persons while forming the same. The most important circumstance which is the pivot on which the case now turns is the significance of the notice Exhibit A and the letters following it, as well as the effect in law to be assigned to them. One common feature in the evidence of these witnesses whatever the reason therefor may be, is, that neither of them was kept aware of the notice and the replies thereto so that, advertently or inadvertently, the parties kept back from them the vital documents which would have most materially affected their opinion. -- According to Mr. C.S.Doraswami Iyer the question of division in status did not at all arise and there was no talk about any notices between the brothers; there is nothing to show that Sir Kumaraswamy Sastry was --- apprised of the notice by either of the parties. We have to remember that at that time the decision in 43 Cal. 1031 had been given, but 43 Mad.234 or even 33 M.L.J.750

had

had not yet been decided in regard to the theory of -- revocation. Hence whatever may be the effect which the non-disclosure and conduct of the parties have on the question of subsequent revocation, it is clear that the notice had a vital bearing on the point ofstatus, going to the root of it. If Mr.C.S.Doraswami Iyer had come to know of it, there can be no doubt he would have advised the parties both as to its effect, and the remedies if any had been sought.

It is just as well that we take up here the argument regarding the conduct of Mr.K.S.Doraswami Iyer in not speaking about the notice before Mr.C.S.Doraswami Iyer and Sir Kumaraswami Sastry. We think it is not justifiable to start with any assumption of a fraudulent motive on the part of Mr. K.S.Doraswami Iyer or any others in this matter. If it is a question of duty to keep Mr. C.S.Doraswami Iyer informed of the notice, it lay as much on the first defendant as on Mr.K.S.Doraswami Iyer seeing that the latter, according to the first defendant, had orally revoked the effect of the notice near about Mr.K.S.Krishna Iyer's death, but later on was inconsistent enough to revive the same, and insisted upon the settlement of accounts according to his own pre-conceived -- notion of a divided status from 1906. The force of the contention must disappear when we find that there was a a matter of fact no need or occasion to disclose every detail of the brothers' quarrel to Mr.C.S.Doraswami Iyer that the first defendant and Mr. C.Sreekanteswara Iyer who were the persons most concerned had been kept fully informed beforehand of Mr.K.S.Doraswami Iyer's views, and therefore

know

know that the notice was being pursued vigorously and the status question noted in it had not yet been ~~finally~~ determined, and that as regards Sir Kumaraswamy Sastry ~~xxx~~ there were reasons for Mr. K.S.Doraswami Iyer not to -- raise the point of notice before him.

Much of the argument about the fraudulent motive was based on the assumption of knowledge on the part of Mr.K.S.Doraswami Iyer of the particulars in the decision in 43 Cal. 1031. The plaintiff's learned counsel -- relied on it, and the learned counsel for the defendants took it up. But as to Mr. K.S.Doraswami Iyer's knowledge of the decision and his possession of the copy Exhibit M - we have no disinterested evidence. Unlike Exhibits -- N and O ~~there~~ there is no writing of Mr. K.S.Doraswami Iyer on Exhibit M. It is only the plaintiff's ipse dixit that refers to it. If the plaintiff's testimony on most if not all the points was not and could not be acted upon, there is no reason why her statement on this point alone should be taken as conclusive. If this is so, and if Exhibit M and plaintiff's evidence on the point are rejected as insufficient without corroboration, then it is not possible to fix Mr. K.S.Doraswami Iyer with any deliberate intent to keep back his views. In the usual course under legal advice of his Solicitors he issued the notice demanding an immediate partition, and our function now is to consider and find its effect from its language and his intention as has already ~~been~~ been detailed. No fraud can be imputed to him on the bare ground of omissions to talk of the notice and -- amplify the law before his hearers ~~at~~ on each and every occasion.

The

The fact is that there was no need for any of the parties to enter into the question of notice or its effect at the meeting of the brothers and Mr.C.S.Doraswami Iyer. This necessitates a careful examination of the object of the meeting, the several contents of Exhibit 50, the stages at which they were recorded, and the knowledge on the part of the ~~several~~ persons concerned of all the details contained in it. The arrangements covered by Exhibit 50 are directed to the rent to be charged to the members occupying the family houses, the periodical allowances to the members, and the management of the Aurangabad Mills. They do not ~~settle~~ determine the question of status and the dispute about the accounts the settlement of which Mr.K.S.Doraswami Iyer was insisting upon with effect from 1908. At the meeting, the first defendant appears to have briefly jotted down the catch words ~~briefly~~ with the help of which he immediately after drafted his rough notes as found in Exhibit 50; Mr. C.S.Doraswami Iyer -- marked down the five headings in respect of which he had to prepare the drafts; then, as already directed by Mr. -- K.S.Doraswami Iyer, the first defendant took the notes to Mr. C.Sreekanteswara Iyer who made short marginal notes against the headings. The fourth heading is "family partition (status)," against which there is the marginal note "has to be settled." Mr. C.Sreekanteswara Iyer says that Exhibit 50 taken along with his own notes gave the result of his own discussion with Mr. K.S.Doraswami Iyer that had already taken place. The drafts were then -- prepared by Mr. C.S.Doraswami Iyer and handed to Mr. K.S. Doraswami Iyer. The first defendant says that Mr. K.S. Doraswami Iyer asked him to leave the drafts with him so that he may go over them and incorporate his suggestions.

Subsequently

Subsequently Mr. K.S.Doraswami Iyer put off the approval of the drafts as he desired to get further accounts -- before taking any action. According to Mr. C.S.Doraswami Iyer, at the meeting, Mr.K.S.Doraswami Iyer was keen on partition/ and the main difference that had to be settled before the partition could be effected was about the -- adjustment as to what should be treated as personal -- liability, and those differences had to be composed before the partition at a future date.

Taking all these factors into consideration it will be seen that the date 1st October 1917 has relation to the agreement or arrangement regarding the future rent, -- allowances and Mill management; if it related also to the status it was easy to say so ~~tn~~ and there was no need to specially leave it as a question to be yet settled. Even the 1st October 1917 was a date tentatively proposed, and the agreement was inchoate for want of final approval; and it ~~cannot be accepted~~ is quite unlikely that Mr. K.S.Doraswami Iyer would have ~~ex~~ ever assented to a postponement of the partition indefinitely. In any case these arrangements have reference to one of the several necessary stages that were from the nature of the assets necessary before a complete partition could be -- effected, and not to the question of status which was still in acute dispute. The first defendant and Mr.C.Sreekantaswara Iyer who used to meet Mr. K.S.Doraswami Iyer -- frequently and had ~~a~~ long discussions with him on the -- point, were aware that Mr.K.S.Doraswami Iyer still adhered to his view of having the ~~xxx~~ accounts settled from 1908; ~~xxx~~ that was the very matter severely contested in the -- replies following the issue of notice, and Mr.K.S.Doraswami Iyer never left it. The accounts were compiled from --

1901 because of the basis for it namely Exhibit W, but the object kept in view by Mr.S.S.Doraswami Iyer was the year 1908. Exhibits 23, 57, 58, 59, 22 and 73 which last is dated 3-8-1917 go to show that the starting date and the basis for the settlement of accounts had not yet been -- fixed; that was evidently the reason why Mr.C.Sreekantes-wara Iyer had to note in Exhibit 36 that the question of partition and status remained yet to be settled. The first defendant who used to discuss with his brother and Mr.C.Sreekanteswara Iyer was also presumably aware of this and the reason for the marginal note. There can be no purpose or utility otherwise in continuing the controversy regarding the personal expenses of the members and post-poning the settlement. Exhibits D and H also go to make the intentions clear in the same direction, — compare -- observations in 21 M.L.214 (210 top).

If we bear carefully all these circumstances in mind, the reasons for the impression and opinion of Mr. C.S. -- Doraswami Iyer become perfectly intelligible. As stated by him he was a common friend of all the brothers and his assistance was not sought in regard to the differences -- among them. He was also their family counsel. Discus-sions were going on for some time past between Mr. S.S. Doraswami Iyer, the first defendant and Mr.C.Sreekanteswara Iyer; — See also entries in the diary Exhibits 29 and 30. As stated by Mr. C.Sreekanteswara Iyer certain results had been arrived at. Mr.C.S.Doraswami Iyer was sent for more for the purpose of professional services and to give a legal clothing to the proposals. The two matters that were -- brought before him for discussion were "how to effect a

division

division of the family, the second was that arrangements should be made for the management of the Aurangabad Mills and how the Agency should be constituted. It was not an easy matter to divide the properties The immovable properties had all been mortgaged and the shares had been -- pledged: it was therefore not easy to divide these properties by metes and bounds." So far as his knowledge of the family was concerned he had no reasons to believe that it was divided. He was not kept aware by anybody of the notices, or of the preceding discussions in the family with Mr.C.Sreekanteswara Iyer which moved the latter to subsequently remark that the question of family status had yet to be determined. There is nothing to show that subsequent to the meeting his attention was drawn to the particular marginal remark and its exact significance regarding the status. As he did not know about the notice, he could not at the time think of the severance of status beyond what was sought to be done by the division of rent and other income. Then as regards the attitude of Mr.A.S.Doraiswami Iyer and the first defendant, they knew the nature of the conversation that had taken place before. The main and largest question relating to status and accounting from 1908, was still awaiting solution. Mr. C.Sreekanteswara Iyer who could afford to be out-spoken and to speak freely to the -- eldest as well as the youngest brother alike, was absent at the meeting. Seeing that the subject matter had in view only a preliminary stage towards the actual division of properties, there was no need whatever for either to raise the pre and delicate question of the accounts

or

or notice and complicate matters during the discussion before Mr.C.S.Doraswami Iyer. Thus it is not possible to hold that any of the parties purposely withheld the information or that any prejudice was caused by the -- omission.

The nature of the conversation with Sir Kumaraswamy Sastry is still more easily understood. Mr. K.S.Krishna Iyer the younger brother had just died. Mr. K.S.Doraswami Iyer was anxious about himself and the future regarding the provision for his wife. The evidence shows that he himself was not in vigorous -- health. He went to Sir Kumaraswamy Sastry to consult and get a draft will. Sir Kumara wamy Sastry advised him as before to wait till the house was sold and the debts could be discharged, of which, to Mr. K.S.Doraswami Iyer's mind, there was no chance of any prospect. Mr.K.S.Doraswami Iyer insisted upon having the draft prepared in the terms proposed by him. It is to be noted that Sir Kumaraswamy Sastry had recommended -- Brightwell's firm for the mere purpose of asking for accounts. Mr.K.S.Doraswami Iyer had however got the notice issued without the consent and approval of --- Sir Kumaraswamy Sastry. Sir S. Subramanya Iyer who also had advised similar cautions was highly displeased when he learnt of the notice issued to the brothers, and Mr. D.H. Subbaraya Iyer had also returned to Mr. K.S.Doraswami Iyer the papers sent to him. It was therefore very delicate to refer to that topic, and time was necessary to convince Sir Kumaraswamy Sastry on the point. Sir Kumaraswamy Sastry was in a hurry to go

to

to court. If thus in the limited time available Mr.K.S. Doraswami Iyer did not inform Sir Kumaraswamy Sastry about the notice, we have to note also that he did not tell him even about the arrangement made just 15 days before to divide the family income. The two gentlemen did not meet again. What is significant is that Mr.K.S.Doraswami Iyer insisted on mentioning in the draft will at the very top about the division in status, as had already been done on purpose in the notice Exhibit A. Sir Kumaraswamy Sastry does not appear to have realised at the time the exact -- reason for such request; if actual partition was necessar before the will had to be executed, the words "I am -- divided" alone were sufficient without the addition -- "in status".

The point for consideration now is whether the materials before the court are sufficient to hold that there was a revocation of the notice in its entirety or in part. We have to bear in mind the observations already made as to the strength of the evidence and the conditions necessary before a plea of revocation can be uphold. The -- evidence in this case consists of the positive statement of the first defendant and inferences to be drawn from the omissions as above discussed. The first defendant's evidence that when Mr.K.S.Krishna Iyer was lying on his death-bed and the doctors gave up all hopes of recovery, Mr. K.S.Doraswami Iyer who had come to see the patient was much moved and he asked the first defendant not to show th letter Exhibit D to Mr.K.S.Krishna Iyer and to consider as if the notices had not been issued at all and to destroy them. In paragraph 8 of the written statement it is stated that Mr.K.S.Doraswami Iyer made that statemen

before

before the others as well but none of them have been examined on the point. We are however inclined to accept the testimony of the first defendant in the -- matter but yet we cannot see our way to sustain the plea of revocation on any such statement, firstly because it was made in a moment of distress when a brother was on his death-bed; it is but human at such moments to consider all mundane things as of no value and to make statements out of sheer disgust and disregard of wordly affairs; it is difficult to take them as made seriously. Secondly, the first defendant himself could not state the exact words used by Mr.K.S.Doraswami Iyer so that it is difficult to construe what exactly was -- conveyed by him. As a fact, as admitted by the first defendant himself/ Mr.K.S.Doraswami Iyer did not give up his contention, and as soon as the funeral ceremonies of Mr.K.S.Krishna Iyer were over he raised the question of divided status from 1908 and he thereafter pursued his decision to have the partition as intended and notified in his notice.

Then with regard to the inferences from negative facts of omission we have sufficiently discussed the -- question above and shown that Mr.K.S.Doraswami Iyer's attitude is quite explicable. It is clear that by his acts and conduct both prior and subsequent to the death of Mr.K.S.Krishna Iyer, he showed a clear intention to separate himself and enjoy his separated share of the property independently. Whether there was or was not a divided status in 1908 there were sufficient misunderstandings which were brewing in his mind and led to the

issue

issue of the notice Exhibit A. From the date of Exhibit A Mr.A.S.Sareswami Iyer never ceased to think of the -- strength in his notice. That was issued on 19th February 1917. In March he noted on Exhibit Ray which is the notice issued to Mr.C.Sreekanteswara Iyer, and he wrote the letter Exhibit B to his Mr.A. Subbaraya Iyer, stating that he was serious in having the notices issued in order to have the partition effected at once. Then followed the letters or notices C & D in which he emphatically maintained his contention of divided status from 1909, and further indicated his determination to sever himself from the joint family. He wrote Exhibit J to his Solicitors regarding the further steps he intended to take. He did not forget the matter in spite of his brother's death, and by unceasing discussion in the short time of a month with the first defendant and Mr.C.Sreekanteswara Iyer arranged certain preliminaries with a view at least to get at the first stage of actual division of the properties. The importance of the date of the notice was never forgotten; that light was ever kept burning as can also be seen from Exhibit S; it is only in the light shed by it that all the steps towards the completion of the partition so far as it could then be done were arranged. He had no male -- issue. His two younger brothers had died within two years Mr.M.S.Krishna Iyer's death must have disturbed his mind with regard to his own health and the risk he was running if he should leave his wife unprovided . That was the reason which induced him to go to Madras and get the draft Exhibit K prepared which confirms the intention and beliefs he had already entertained. As a fact he died within three months of his brother's death. He got the

draft

draft will prepared with the words that he was sure of his -- right as a divided coparcener. To the last he persisted in believing in his right to the divided status from 1908 and to the settlement of account on that footing, and he refused to have the status question settled on any other basis; whether he could have succeeded or not is a -- different matter. If there was a revocation, and he was agreeable to any such course, there were several opportunities and discussions at any one of which the question could have been pressed and his consent and signature obtained to a note on some one of the documents cancelling the notice; the omission to do it shows the weakness of the theory. The evidence thus is altogether insufficient to hold that there was any revocation of the entire notice or a change in the date of severance, and much less does it show that the notice itself contemplated only a future partition. According to the notice and as -- explained above, the divided status must be from 1908 or from 10-2-1917 both of which are supported by it. Since the divided status from 1908 is not supported and has also been given up it holds good from 10-2-1017.

On the question of reunion the lower court has found against the defendants. It is enough to state that we are entirely in accord with the reasons given by the lower -- court on the point. Mr. A.S.Krishna Iyer having died the conditions obtaining on the date of severance had changed; there is also no evidence in the record to -- support any reunion. In the view we have taken of the law regarding revocation, this finding on reunion further

strengthens

strengthens the conclusion arrived at by us above on the question of revocation.

For all the foregoing reasons we are of opinion and we hold that exhibit A fulfils the conditions requisite to make it a declaration of intention to effect a severance of the joint status, and that there was no revocation or reunion. The conclusion is thus irresistible that Dr.T.S.Doraswami Iyer became divided in status with effect from 10-2-1917. ~~Thus~~ This is our finding on the third issue.

No objection was taken to the finding of the lower court on issue No.8 , and the ground as to immovables outside the state was not pressed and no arguments were addressed regarding issue No.1; the findings of the lower court on those two issues are confirmed. As a necessary consequence of our finding on the third issue, the plaintiff is entitled to inherit the one-fourth share due to her husband. Accordingly, in reversal of the judgment under appeal dismissing the plaintiff's suit, there will be a preliminary decree in her favour declaring her right to one-fourth share in the family properties with effect from 10-2-1917, and for partition and delivery of the ~~same~~ same, subject to the finding on the first issue in regard to the jurisdiction and the nature of the properties that can be liable under the decree. The lower court has not yet recorded its findings on the -- issues concerning the family assets and the mesne profits claimed. We direct that they be taken up now by that court and decided according to law before effecting the delivery of the share to plaintiff in compliance with the preliminary decree as directed above

As

As regards Kumara Park the appellant's ~~xx~~ learned counsel gave up the contention and conceded that the necessity and validity of the alienation in favour of the 7th defendant were not liable to attack; by -- dropping this question the question of estoppel is also conceded in favour of the 7th defendant. It is enough to state that even if the matter had been pressed the plaintiff could nothave been successful. The evidence fully establishes that she was duly kept informed of the negotiations for sale and was perfectly aware of its completion. The first defendant's letter Exhibit 84 shows that she even bitterly complained of the inadequacy of the price, with full knowledge of the sale. She vacated Kumara Park and removed to her present house specially provided for her residence by reason of the sale. In such circumstances if she wished to stand on her right and to avoid the sale it was both ~~xxxx~~ easy for her and it was incumbent upon her to inform the 7th defendant who had no motive whatever to sink money on defective title. Having regard to the nature of the claim, even the most diligent search and enquiry would not have disclosed the plaintiff's title to the 7th defendant unless she had herself disclosed the same. There is ~~xxxx~~ something more than mere silence on the part of the plaintiff; she practically allowed the first defendant and others to sell the house on behalf of the family members including herself in order that the heavy debts due by the family may be discharged, thereby herself participating in the benefit that had accrued from the transaction, compare 7 Bys. Law.Reports,92. Having thus had the full knowledge of the sale and derived full --

benefit

benefit from it she cannot now be allowed to turn round and impugn the transaction. It was open to her to have taken the present attitude in the plaint alone by refusing to implead the 7th defendant and stating that though she was not a party to the sale and was not bound by it, she would be satisfied with an account from the other defendants as to the price that was realized from the transaction. It is only in her evidence that she stated, though with qualifications, that she would be satisfied with her share of the purchase money if paid by the -- first defendant. In the appeal she raised the contention again regarding the alienation. In these circumstances the 7th defendant had necessarily to oppose both the suit and the appeal. As a necessary consequence the plaintiff's appeal against the 7th defendant fails and it is dismissed with costs.

As regards the claim for the plaintiff's share of the sale amount, once the plaintiff is held bound by the sale and she gave up her contention against the -- alienation, it is only a matter for the defendants to account for the money realised, and the plaintiff cannot be entitled to a decree for her share of the money -- independently of accounts. It is for the lower court to enquire and after going through the accounts decide upon the question of proper application of the money.

The question of costs remains. This is an -- unfortunate litigation and nobody regrets it more than we do. As foretold by the brothers Mr.I.S.Doraswami Iyer and Mr.M.S.Krishna Iyer themselves in Exhibit 58 and Exhibit B respectively, and as events have also proved, litigation was inevitable owing to confusion brought

about

about by temperaments and differences of opinion for years. From the above analysis and considerations it must be obvious that the questions raised were so complicated in law and facts and therefore so doubtful that neither of the parties could be expected to easily drop their contentions having regard to the quantum of interests involved. For the same reason, despite the plaintiff's success, we think it unjustifiable to mulct any of the family members personally with the costs of the other or others, - compare 34 I.C.382. -- Therefore, excepting the costs of the 7th defendant which should be borne by the plaintiff personally, we direct that the costs incurred uptil now both in this court and in the lower court below by the others including the plaintiff and the defendants 1 to 6, should in the first instance come and be paid out of the family estate which is liable to partition. The costs of further enquiry into the assets to be divided and the delivery to the plaintiff of her share are in the discretion of the lower court.

Sd/- D.K. Rama Rao.
J U D G E.

Sd/- G. Sattayaji Rao,
J U D G E.

"Copy" is.

M Srinivasamiya
Dy. Registrar

RV.10/.

Decree of Appellate Court.
(O.41. R.35 C.P.Code)

--C.C.No.3E, Civil.

IN THE CHIEF COURT OF MYSORE AT BANGALORE.

Present

MR. JUSTICE D. K. RAMA RAO

and

MR. JUSTICE G. SATHYAJI RAO.

REGULAR APPEAL NO.347 OF 1925-26.

Mrs. Meenakshi Ammal .. ~~Plaintiff~~ .. APPELLANT

-Vs.-

1. K. S. Ramaswami Iyer,
2. K. K. Seshadri Iyer,
3. K. K. Subrahmanya Iyer,
4. K. K. Doraswami Iyer,
5. K. K. Thyagaraja Iyer, minor by guardian 1st Respondent.
6. Mrs. Muthu Laxmi Ammal (Since attained majority (Vide. Order dated 1-11-1927).
7. The Dewan of Mysore, Bangalore.

RESPONDENTS.

Regular Appeal from the decree of the Court of the District Judge of Bangalore dated the 4th day of January 1926.

MEMORANDUM OF APPEAL.

Mrs. Meenakshi Ammal .. Plaintiff.

-Vs.-

K.S.Ramaswami Iyer and 6 others .. Defendants.

Appellant

Appellant abovenamed appeals to the Chief Court of Mysore against the decree of the District Judge of Bangalore in Original Suit No.11 of 1921-22 dated the 4th day of January 1926 for the following among other reasons, namely :-

The learned District Judge has failed to give due weight and consideration to the fact that, in any view of the case, the statements and assertions by the plaintiff's husband of his right to demand partition contained in Exhibit A, and the further reiteration of the fact of his being divided in status and demanding an immediate division of the properties by metes and bounds and for separate possession of such share, could be consistent only with an intention to become divided, and constituted a definite and unequivocal declaration of his intention to become separate such as is sufficient in law to constitute division and effect immediate severance in status.

On the passing of judgment in this appeal in the presence of Messrs. Nugent Grant, K. Shankaranarayana Rao and D. K. Venkatesa Iyer, Advocates for the Appellant, and Messrs. L. A. Govindaraghava Iyer and A. R. Nageswara Iyer, Advocates for the 1st Respondent, Messrs. Alladi Krishnaswami Iyer, A. R. Nageswara Iyer and S. S. Ramachandra Iyer, Advocates for the Respondents 2, 3 and 5, Mr. A. R. Nageswara Iyer, Advocate for the 4th Respondent, and Mr. D. M. Ramachandra Rao, Advocate for the 7th Respondent, the 6th Respondent being absent and unrepresented.

In reversal of the decree of the court of the District Judge of Bangalore in Original Suit No.11 of 1921-22, it is declared as follows :-

1)

1) The plaintiff's husband Mr. K. S. Doraswami Iyer became divided in status from the joint family with effect from the 10th February 1917.

2) The plaintiff Mrs. Meenakshiammal is entitled to one-fourth share with effect from 10-2-1917 in the family properties comprising the properties described in the Schedules A, B and D given hereunder excepting items 1 and 6 of Schedule A, and others to be yet ascertained by the lower court as directed in paragraph one below.

3) Item 6 of Schedule A is not the joint family property.

And it is ordered and decreed as follows :-

1) The lower court do proceed to decide according to law the issues yet undetermined by it regarding the family assets other than those specified above, ~~as also~~ and the mesne profits claimed by the plaintiff. In determining those other family assets, the purchase money realised by the sale of item 1 of Schedule A to the seventh defendant shall also be taken into account and the question of its proper application be decided by the lower court.

2) The plaintiff's suit as against the seventh defendant the Dewan of Mysore for partition and delivery of one-fourth share in item No.1 of Schedule A be dismissed.

3) After the family assets have been ascertained in accordance with the directions above given, the court do deliver to the plaintiff one-fourth share to which she has been declared entitled and then proceed to make the final decree.

And it is further ordered and decreed that the costs of the plaintiff and defendants 1 to 6 incurred up-till

this

this day both in this court and in the court below be paid in the first instance out of the family properties liable to partition, the amounts whereof respectively are as set forth in the memoranda of costs hereto -- annexed.

And it is further ordered and decreed that the Appellant (Plaintiff) aforesaid do bear personally and pay to the seventh Respondent (7th defendant) the sum of Rs.1,102/= (Rupees one thousand, one hundred and two) being the amount of costs incurred by the latter in this Court with interest thereon at 6 per cent per annum from this date until the date of realization.

And it is further ordered and decreed that the Plaintiff aforesaid do bear personally and pay to the 7th Defendant aforesaid the sum of Rs.1,009-12-0 (Rupees one thousand and nine amd annas twelve) being the amount of costs incurred in the lower court with interest thereon at 6 per cent per annum from the date of the decree of the said lower court to the date of realization,

Given under our hand and the seal of this Court, this 23rd day of February 1928.

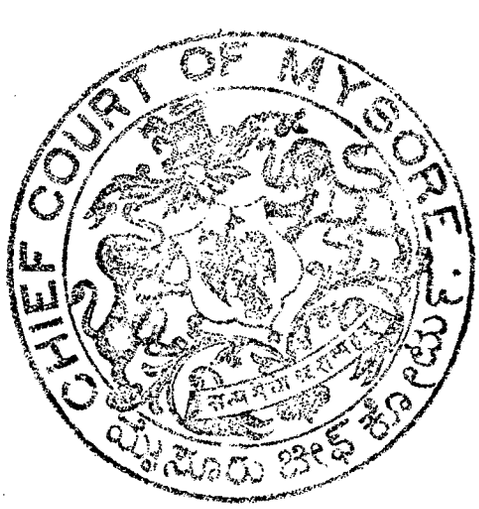
Sd/- D.K. Rama Rao

J U D G E.

Sd/- G. Sattiyaji Rao.

J U D G E.

ad



MEMORANDUM

MEMORANDUM OF COSTS INCURRED IN THIS APPEAL. (R.A.347/25-26).

	By the Appellant (Plaintiff).	By the Respondents 1 to 5. (Defendants 1 to 5)	By the 7th Respondent. (7th Defendant).
	Rs. a. p.	Rs. a. p.	Rs. a. p.
Court fee on Memo of Appeal	3,000 0 0	-	-
" Applications	6 0 0	2 1 0	-
" Power of Attorney	2 0 0	2 0 0	2 0 0
" Processes	5 2 0	-	-
" Copies of Decree and Judgment.	1 10 0	-	-
Advocate's Fee	3,000 0 0	3,000 0 0	1,100 0 0
Costs of Adjournment	-	-	-
Fees for copying	39 8 0	-	-
Special copying charges	1 5 0	12 0 0	-
Fees for translation	49 2 3	8 4 0	-
Postal charges	0 4 0	-	-
Printing charges	329 1 0	71 1 8	-
Total	6,434 0 3	3,095 6 8	1,102 0 0

Sd/- N. B. Srinivasangar

Dy. Registrar.

TKV/4

Memorandum of costs incurred in the lower court (Original Suit No.11 of 1921-22)

	By the plaintiff.	By defendants 1 to 5.	By the 7th defendant.
	Rs. as.ps.	Rs. as.ps.	Rs. as.ps.
Court fee on plaint. ...	3000- 0- 0	..	..
" application. ...	5- 8- 0	7- 0- 0	1- 8- 0
" Vakalat. ...	0- 8- 0	0- 8- 0	0- 8- 0
" Exhibits. ...	...	9- 8- 0	..
Service of Processes. ...	25- 0- 0	7- 0- 0	1-12- 0
Postal registration and M.O.Charges.	10- 8- 0	9- 6- 0	..
Subsistence for witnesses. ...	149- 0- 0	58- 0- 0	6- 0- 0
Commisnioner's fee. ...	400- 0- 0	120- 0- 0	..
Cost of adjournment. ...	...	..	..
Guardian's fees. ...	500- 0- 0	..	..
Fees for copying etc.etc., ...	...	6-5- 0	..
Pleader's fee. ...	1000- 0- 0	1000- 0- 0	1000- 0- 0
Total Rupees. ...	5090- 8- 0	1217-11- 0	1009-12- 0

Sd/- N. B. Srinivasiengar
Deputy Registrar.

SCHEDULE OF THE PROPERTIES TO BE PARTITIONED

A.

	Value for purposes of Court-fee of the entire property.			Value of Plaintiff's ¼ share therein.		
	Rs.	As.	Ps.	Rs.	As.	Ps.
Properties situated in Bangalore:						
1. The Bungalow, Buildings, out-houses etc., with the garden and grounds known as Kumara Park, situated in Seshadripuram, High Ground, Bangalore, about 98acres in extent bearing Municipal No.9 and bounded on the North by Mr. B. L. Rice's Bungalow East by the Golf Road, South by the Bungalow known as Kumar Cot West by the Dharmambudi feeder channel.	4,00,000	0	0	1,00,000	0	0
2. The Bungalow with Buildings and out-houses with its garden and grounds known as Kumar Cot situated in Crescent Road, High Ground, Bangalore, bearing Municipal No.10 and bounded on the North by the garden forming part of Kumara Park East by Public Road, South by Mr. V. P. Madhava Rao's garden forming part of his Bungalow Known as Patan Bhavan West by M. S. M. Broad Gauge Railway Line and Patan Bhavan Compound. -- --	32,000	0	0	8,000	0	0

3. The Bungalow with out-houses and adjoining garden and grounds known as Rama Villa, situated in crescent Road, Bangalore (High Ground), bearing Municipal No.3 and bounded on the

North

	North	by waste land,					
on the	East	by Mr. S. A. Ramaswami Iyer's (Executive Engineer's) Bungalow and Compound.					
	South	by the ~~Public Road~~ Crescent Road,					
	West	by the Public Road	20,000	0	0	3,000	0 0
	(This Bungalow is at present in occupation of the Plaintiff).						

4. 9 vacant sites at Seshadripuram with trees etc., standing - thereon about ½ an acre in extent bearing Municipal Nos.8 to 16 and bounded on the

	North	by Mr. T. Govinda Rao's garden,					
	East	by Channel,					
	South	by cross-road,	2,000	0	0	500	0 0
	West	by Main Road. -- --					

5. The Bungalow (at present in the occupation of Mrs.Viswanatha Iyer) with the other out-houses and grounds situated in 6th Main Road, Malleswaram, Bangalore, bearing Municipal Nos.380 and 381 and bounded on the

	North	by No.11 Cross-Road,					
	East	by another Cross-Road,					
	South	by Iyengar's House and Compound,	32,000	0	0	8,000	0 0
	West	by No.8 Main Road, Malleswaram.					

6. The Bungalow with out-houses, gardens and grounds situated in Malleswaram, Bangalore (at present being occupied by Srimati Peria Ammani Ammal alias Anantha Laxmi Ammal) bounded on the

	North	by Mr. V. P. Madhava Rao's House and Garden,					
	East	by No.8 Main Road,					
on the	South	by 11th Cross-Road,					
	West	by No.9 Main Road.	16,000	0	0	4,000	0 0

KVN/-

PROPERTIES SITUATED IN MYSORE.

Schedule B.

Mysore District, Mysore Taluk, Kukkarahalli Village goes under the Name of Dewan's garden now in the name of Pattadar K. S. Ramaswami Iyer.

Serial No.	Name of Village and Khate No.	Details as dry, garden etc.,	S. No.	Extent A.	Extent G.	Assessment Rs.	Assessment As.	Assessment Ps.	Value per purposes of Court-fee of the entire property. Rs.	As.	Ps.	Value of Plaintiff's one-fourth share therein. Rs.	As.	Ps.
1.	Kukkarahalli, Dewan's garden comprising coconnut, Mango and nut trees, Khate No. 15.	Dry	27	1	19	1	8	0						
		- do -	28	1	25	1	8	0						
		- do -	29	4	15	4	8	0						
		- do -	30	4	23	5	0	0						
		- do -	31	3	9	3	8	0						
		Garden	32	1	13	2	0	0						
		- do -	33	5	8	8	0	0						
		Dry	36	2	3	3	8	0						
		Garden & Dry.	57	11	20	18	0	0						
		- do -	58	11	28	22	0	0						
		Dry	59	0	23	0	12	0						
		- do -	60	5	23	6	0	0						
		Kharab. 1, 62, 57, 59 & 60		7	0	6	3	6						
		District Fund		-	-	5	7	0						
		Railway Cess.		-	-	1	5	10						
				60	9	88*	14	8	12,000/-			3,000/-		

* The discrepancy of 0-5-8 is due to the deduction of Mr. Anniah Pnadit's portion of the District Fund and Railway Charges.

KVN/-

S C H E D U L E ' D ' (MOVEABLES).

	Value for purposes of court-fee of the entire property.			Value of Plaintiff's one-fourth share - therein.		
	Rs.	As.	Ps-	Rs.	As	Ps.
540 shares of Rs.1,000/- each in the Aurangabad Mills, Ltd., Nizam's Dominions. The Plaintiff'x understands that the family owns more shares. But this fact has to be elicited from the - defendants and Plaintiff's share in such extra shares will have to be given her.	5,40,000/-			1,35,000/-		

Sd/- N. B. Srinivasiengar.
Dy. Registrar.

Copy

N B Srinivasiengar.
Dy. Registrar.

KVN/-

INDEX.

REGULAR APPEAL NO. 347 OF 1925–26.

BANGALORE.

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PLAINT.

Dated, 9—11—1921.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

Original Suit Number 11 of 1921—1922.

Plaintiff :— Mrs. Meenakshammal, wife of the late Mr. K. S. Doraswamy Iyer (late Revenue Commissioner in Mysore), about 46 years of age, Smartha Brahmin, residing at Rama Villa, High Ground, Bangalore City.

Vs.

Defendants :—1. K. S. Ramaswami Iyer, son of Sir K. Seshadri Iyer, about 40 years of age, Smartha Brahmin, Agent, Aurangabad Mills residing at Kumara Cot, High Grounds, Bangalore, and also at Aurangabad Mill Buildings, Band Stand, Fort, Bombay.

2. K. K. Seshadri Iyer, son of K. S. Krishna Iyer, about 2[illegible] years.

3. K. K. Subrahmanya Iyer, son of K. S. Krishna Iyer, about 23 years.

4. K. K. Doraswami Iyer, son of K. S. Krishna Iyer, about 21 years.

5. K. K. Thyagaraja Iyer, son of K. S. Krishna Iyer, about 12 years (No. 5 minor by his guardian, elder brother No. 2. K. K. Seshadri Iyer) defendants 2 to 5 all Smartha Brahmins, residing at Kumara Cot, High Grounds, Bangalore City.

6. Mrs. Muthu Laxmi Ammal wife of the late K. V. Venkatarama Iyer, about 13 years, Smartha Brahmin, minor, by guardian father, Mr. Satyamangalam, Kalyana Venkatrama Iyer, Satyamangalam, Coimbatore District.

7. The Dewan of Mysore, Bangalore.

UNDER ORDER VII RULE I OF THE CODE OF CIVIL PROCEDURE, THE PLAINTIFF ABOVE NAMED BEGS TO STATE AS FOLLOWS.—

1. The plaintiff is the wife of the late Mr. K. S. Doraswamy Iyer, who was the eldest son of the late Sir. K. Seshadri Iyer, as shown in the accompanying genealogical tree. The said Sir K. Seshadri Iyer had also three other sons of whom Mr. K. S. Ramaswamy Iyer, who is the first defendant, is the only surviving son.

2. Mr. Viswanatha Iyer, the third son of the late Sir Seshadri Iyer, died several years ago, leaving an only son, K. V. Venkatarama Iyer who also died in or about 1919, leaving his widow, the sixth defendant above-named as his nearest heir. The defendants 2 to 5 are the sons of the late Mr. Krishna Iyer (second son of Sir Seshadri Iyer) who died in the middle of 1917. Mr. K. S. Doraswami Iyer died without issue in September 1917, leaving the plaintiff, his wife, as his nearest heir. The four branches of the family of the late Sir K. Seshadri Iyer are therefore now represented by the plaintiff, who is the widow of the first son, defendants 2 to 5 who are the sons of the second son, the sixth defendant who is the widow of the third son's son and Mr. K. S. Ramaswami Iyer 1st defendant, who is his fourth son.

3. For some years after the death of the said Sir K. Seshadri Iyer the four sons lived together as members of an undivided family. But subsequently dissensions arose between the four branches of the family and the members thereof began to live separately, to have dealings separately and to all intents and purposes there

came to be a division in status though the family properties remained undivided. Matters reached a climax, by the early part of 1917 and on or about the 10th February 1917 the plaintiff's husband, Mr. K. S. Doraswami Iyer got registered notices issued to all the other male members of the family, through his Solicitors Messrs. Brightwell and Morseby of Madras, and by this as also other acts and declarations showed an unequivocal and explicit intention to thereafter hold and enjoy his own share of the properties separately.

4. When in reply to his notice of the 10th February replies were received on behalf of the late Mr. K. S. Krishna Iyer controverting some of the points raised in the notice, he got a reply sent thereto reiterating his declaration that he had been divided in status and demanded an immediate division of the properties by metes and bounds. He further called upon the first defendant to give him all the accounts of the family to enable him to find out the actual outstandings against the several brothers and also got lists of all the assests and liabilities of the family prepared with a view to have a division of the property by metes and bounds. A list of the personal accounts was prepared as also a list showing the allocation of the shares owned by the family in the Aurangabad Mills, Limited, to the several branches to equalise their interests therein having regard to the outsandings againt each branch on their respective personal accounts. But before the division by metes and bounds could be completed the plaintiff's husband took ill.

5. Apprehending perhaps that he was not likely to survive his illness the plaintiff's husband, when he was a little better, proceeded to Madras, consulted the Hon'ble the Justice Kumaraswami Sastri, Judge of the Madras High Court, in the matter of the disposal of his share of the properties, informed him of the fact that he was divided from the other members of the family in status and got prepared by Mr. Justice Kumaraswami Sastri the accompanying draft of a Will. In the early part of September 1917, when he feared that he was not likely to live long, he orally authorised the plaintiff to take any boy she liked in adoption to perpetuate his lineage. He also executed a Will as per draft given by the Justice Kumaraswami Sastri and kept the same and such other documents of the family as he then had in his custody in a wooden rotary desk and had it locked. About 5 or 6 days prior to his death which occured on 22nd September 1917, he sent over the key to the plaintiff, intimating that the Will that he had executed had been kept in the said table.

6. The first defendant, who arrived here a couple of days before the death of the plaintiff's husband, managed the day after the death of the plaintiff's husband, when the plaintiff was struck down with grief and was in mourning and pollution, to take the bunch of keys which the plaintiff had with her through the plaintiff's daughter Laxmi Ammal, who was then alive on the pretext that the key of the iron safe was required for the purpose of taking out the records connected with the Mills. The plaintiff declined to part with the keys at first, but the next day, when pressed again by her daughter yielded and fully believing that the first defendant whom she had brought up from his early days with great affection would not in any way interfere with the important document etc., gave the bunch of keys to her daughter for being handed over to the first defendant who, after getting the same, had it with him for several days. The plaintiff never suspected any foul play, and it was only in May 1919, by which time her suspicions had been roused, that on a thorough search made for the Will and other papers relating to the division of the properties, that the plaintiff discovered that the Will and several other important papers had disappeared. The plaintiff thereupon wrote letters both to the first defendant and Mr. C. K. Mahadeva Iyer, her son-in-law, complaining of the disappearance of the Will and calling the former to give her her share of the properties.

7. About the same time the plaintiff came to know that the bungalow known as Kumara Park—one of the most valuable of the family properties—had been sold by the first defendant, representing himself to the manager of the family and to be the guardian of defendants 2 to 5 and of Venkataramana Iyer (husband of the

sixth defendant) who was then alive, on or about the 21st November 1918, for a sum of 4 lakhs of Rupees to the seventh defendant. Tht first defendant never consulted the plaintiff and did not take her consent in the matter of this alienation as he ought to have done. The sale is not therefore binding on her and she is entitled to get her one-fourth share of this property along with a similar share of the other properties described in the schedule attached hereto.

8. Ever since the plaintiff's husband's death, the plaintiff was demanding of first defendant and his nephew to give her her share in the family properties, and after she found out that the Will had disappeared she wrote several letters to the first defendant for giving her her share of the properties. She also got registered notices issued to all the members of the family calling upon them to give her her one-fourth share in the family properties, and to the seventh defendant to give her a fourth share of the property known as Kumara Park-item No. 1 of the 'A' Schedule. As in spite of these and other demands repeated from time to time the defendants have failed to give her her share of the properties and mesne profits and dividends, she has been obliged to file this suit.

9. At the date of the death of the plaintiff's husband, he was entitled to a fourth share in all the moveable and immoveable properties of the family which had vested in him as his own separate share, as he had been divided in status as referred to above. The plaintiff who is his nearest and sole heir is therefore entitled to that one, fourth share and has therefore brought this suit for the same being separated from the entire properties and separate possession of the same being delivered to her.

10. The plaintiff who is not well acquainted with the details of all the properties owned by the family, has now detailed in the accompanying schedule only such of the properties about the existence of which she has information. There may be several other properties the existence of which is not known at present to the plaintiff. This is a matter which is peculiarly within the knowledge of the first defendant. The first defendant is reported to have latterly taken up several shares in the Mysore Spinning & Manufacturing Co., Limited, Bangalore, the Minerva Mills Limited, and several other companies out of the funds of the family. The plaintiff, therefore, prays that the first defendant may kindly be ordered to furnish details of such properties, and the plaintiff may kindly be awarded a fourth share in such properties also.

11. The seventh defendant has been made a party to the suit as he is in possession of item I of 'A' schedule known as Kumara Park, having purchased it from defendants 1 to 6 under a conveyance dated the 21st November 1918, and as the plaintiff who is not bound by that sale has claimed her one-fourth share in this property also.

12. The cause of action for this suit has arisen within the jurisdiction of this Hon'ble Court in or about the end of 1918 when she began to call upon the first defendant and the other members of the family for separate possession of her one-fourth share of the properties. The cause of action for her share of the rents, dividends and profits of the assets of the family for the past three years has arisen in or about the months June 1919, 1920, and 1921, when the dividends in respect of the Aurangabad Mill shares were realized and the rents and profit of all the immovable properties accrued due.

13. The value of this suit for purposes of Court-fee and jurisdiction is Rs. 4,84,517-1-9, as detailed in the accompanying schedule of properties and para 14 herein.

14. The plaintiff therefore prays for a decree.

(a) directing the separation of one-fourth share in all the immoveable properiets described in the schedule attached hereto and such other

immoveable properties as may be disclosed in the course of the proceeding by metes and bounds and the delivery thereof to the plaintiff Value 1,49,517-1-9.

5 (b) directing the delivery of 135 shares out of the 540 shares owned by the family in the Aurangabad Mills, Limitted, to the plaintiff and getting the same duly transferred to the name of the plaintiff, though according to the list prepared by the plaintiff's husband about 150 shares should be allotted to her. Value Rs. 1,35,000.

10

(c) directing the defendant 1 to 6 to pay to the plaintiff the sum of about Rs. 2,00,000 being the amount of mesne profits and dividends realized by the defendants one to six during the last three years ending the 30th June 1921 from the immoveable properties and the Aurangabad 15 Mills shares described in the accompanying schedule. Value Rs. 2,00,000.

(d) In the event of the court holding for any reason that the plaintiff is not entitled to get one-fourth share out of the premises known as 20 Kumara Park (Item 1 of 'A' schedule) which is at present in the possession of the seventh defendant, a sum of one lakh of Rupees may be ordered to be given in lieu thereof out of the sum of four lakhs of Rupees which is said to be the consideration paid to the defendants 1 to 6 by the seventh defendant under the deed of sale 25 dated 21st November 1918, together with interest thereon at some reasonable rate from the date of sale up-to-date of payment.

(e) directing an enquiry as to rents and profits from the date of institution of the suit up to date of delivery of possession of the plaintiff's share 30 out of the schedule properties.

(f) directing payment of dividends in respect of plaintiff's share out of the 540 sheres in Aurangabad Mills and in other shares held by the family from the current year on-wards up to the transfer and delivery of the shares as aforesaid to the plaintiff.

35

(g) for the costs of this suit against the defendants 1 to 6.

(h) and for such other relief or reliefs which this Hon'ble Court deems fit to grant having regard to the peculiar circumstances of this case.

40 Against the defendants 1 to 6 in respect of the entire claim and against the seventh defendant in so far as the plaintiff's share in item 1 of 'A' schedule known as Kumara Park is concerned.

(Singed) Meenakshiammal.

45 Bangalore, „ K. Shankarnarayana Rao,
9th November 1921. Advocate for Plaintiff.

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50 I, the plaintiff abovenamed, do hereby declare that what is stated in paras 1 to 5, 8, 9, 12, 13 and 14 above is true to the best of my knowledge, and paras 6, 7, 10, 11 belief and information.

Bangalore, (Signed) Meenakshiammal.
55 9th November 1921.

SCHEDULE OF THE PROPERTIES TO BE PARTITIONED

SCHEDULE A

Properties Situated in Bangalore.

	Value for purposes of Court-fee of the entire property.			Value of plaintiff's ¼ share therein.		
	Rs	A.	P.	Rs.	A.	P.
1. The Bungalow, Buildings, out-houses etc., with the garden and grounds known as Kumara Park, situated in Seshadripuram, High Ground, Bangalore, about 98 acres in extent bearing Municipal No. 9 and bounded on the North by Mr. B. L. Rice's Bungalow, East by the Golf Road, South by the Bungalow known as Kumar Cot, West by the Dharmambudi feeder channel	4,00,000	0	0	1,00,000	0	0
2. The Bungalow with Buildings and out-houses with its garden and grounds known as Kumara Cot situated in Crescent Road, High Ground, Bangalore, bearing Municipal No. 10 and bounded on the North by the garden forming part of Kumara Park, East by Public Road, South by Mr. V. P. Madhava Rao's garden forming part of his Bungalow known as Patan Bhavan, West by M. S. M. Broad Gauge Railway Line and Patan Bhavan Compound	32,000	0	0	8,000	0	0
3. The Bungalow with out-houses and adjoining garden and grounds known as Rama Villa, situated in Crescent Road, Bangalore (High Ground), bearing Municipal No. 3 and bounded on the North by waste land, on the East by Mr. S. A. Ramaswami Iyer's (Executive Engineer's) Bungalow and Compound.						

SCHEDULE A.—(Continued.)

	Value for purposes of Court-fee of the entire property.			Value of plaintiff's ¼ share therein.		
	Rs.	A.	P.	Rs.	A.	P.
South by the Crescent Road, West by the Public Road, (This Bungalow is at present in occupation of the plaintiff)	20,000	0	0	5 000	0	0
4. 9 vacant sites at Seshadripuram with trees etc., standing thereon about ½ an acre in extent bearing Municipal Nos. 8 to 16 and bounded on the North by Mr. T. Govinda Rao's garden, East by Channel, South by Cross-Road, West by Main Road,	2,000	0	0	500	0	0
5. The Bungalow (at present in the occupation of Mrs. Visvanatha Iyer,) with the other out-houses and grounds situated in 6th Main Road Malleswaram, Bangalore bearing Municipal No. 380 and 381 and bounded on the North by No. 11 Cross-Road, East by another Cross-Road, South by Iyengar's House and Compouud, West by No. 8, Main Road, Malleswaram	32,000	0	0	8,000	0	0
6. The Bungalow with out-houses, gardens and grounds situated in Malleswaram, Bangalore (at present being occupied by Srimati Peria Ammani Ammal alias Anantha Laxmi Ammal bounded on the North by Mr. V. P. Madhava Rao's House and Garden, East by No. 8 Main Road, on the South by 11th Cross-Road, West by No. 9, Main Road	16,00	0	0	4,000	0	0

SCHEDULE B.

Properties situated in Mysore

Mysore District, Mysore Taluk, Kukkarahalli Village, goes under the name of 'Dewan's Garden' now in the name of Pattadar K. S. Ramaswami Iyer.

Serial No.	Name and Village and Khate No.	Details as dry, Garden etc.	S. No.	Extent.		Assessment.			Value for purposes of Court fee of the entire Property.			Value of Plaintiff's one-fourth share therein.		
				Acres.	Gunta.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
1	Kukkarahalli, Dewan's Garden comprising cocoanut, mango and nut trees, Khate No. 15.	dry	27	1	19	1	8	0						
		do	28	1	25	1	8	0						
		do	29	4	15	4	8	0						
		do	30	4	23	5	0	0						
		do	31	3	9	3	8	0						
		garden	32	1	13	2	0	0						
		do	33	5	8	8	0	0						
		dry	36	2	3	3	8	0						
		garden & dry	57	11	20	18	0	0						
		do	58	11	28	22	0	0						
		dry	59	0	23	0	12	0						
		do	60	5	23	6	0	0						
		Kharab	1, 62, 57, 59 & 60	7	0	6	3	6						
			District fund			5	7	0						
			Ry Cess			1	5	10						
				60	9	88	14	8	12,000	0	0	3,000	0	0

The discrepency of 0-5-8 is due to the deduction of Mr. Anniah Pandit's portion of the District Fund and Railway Charges.

(Signed) MEENAKSHI AMMAL.

SCHEDULE C(a).

List of properties situated in Malabar District.

	Value for purposes of Court-fee of the entire property.			Value of plaintiff's $\frac{1}{4}$ share therein.		
	Rs	A.	P.	Rs.	A.	P.
I. Six Malas (mountains or large hills covered with forests) and named as follows :—1. Punchakolle 2. Vattikallu 3. Kanyampara 4 Erathamavu 5. Parapakalli 6. Vattakukotta (otherwise called North Kottamala). These 1st 5 hills are bounded as : to the South of Punnapuya and Cheruvalla thodu. to the North of Korapuya to the West Anekal at Cholapuya and Cheria Kavu Mala to the East of Punnapuya 6th Hill North Kottamala is situated to the South of Paranjan thodu, to the North of Thekku Kotta Mala and the Jemn of Veppahvayur, to the West of Puzathuthi Mala and the Jemn of the Zamorin, and to the East of Puyangottu Mala. All six situated in the Nilambur Desom-Vandur Hobli-Yernad Taluk Malabar District. NOTE.—The family Rangacharlu owns $\frac{3}{4}$ three-fourth of this property and the other one-fourth belongs to the family of Sir K. Seshadri Iyer. II. Areacode Estate consisting of 52 hills, situate in the Pannikode Amsom-Calicut Taluk Malabar District and bounded on the East by Mathilam—Para, West by Nadaveserry Thondunilam Uyachesse, North by Kandankolam—Kannopoyal, &c. on the South by Neduparamba—Chelupara theyattu Kandom—Nemani Poyil—Thalupulal Madu. NOTE :—The Rangacharlu family owns one-half of this property and the other half belongs to the late Sir K. Seshadri Iyer's.						
The value of the interests of the family of the parties in the afore-said two estates	80,000	0	0	20,000	0	0

(Initialled) K. M. A.

SCHEDULE C(b).

Malabar District, Palghat Taluk, Kilakkuthorai Village, No. 395, Kumara Puram Seshadri Iyer's son Doraswamy Iyer, Dy. Thasildar's No. Dis. 371 R. 03.

Name and No. of Village	Names of plot.	Details as dry, or wet.	S. No.	Extent.		Assessment.			Value for purposes of Court fee of the entire Property.			Value of Plaintiff's one-fourth share therein.		
				Acres.	Gunta.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
Kollengoodu otherwise known as Kilakkatharai	Pillaikudu	Permanent dry	256- 2	1	0	0	12	0						
			252-11	0	61	0	10	0						
			-12	0	14	0	2	0						
			-13	0	11	0	2	0						
			254-10	0	7	0	2	0						
			256- 3	0	9	0	1	0						
			- 4	0	22	0	4	0						
			-10	0	2	0	1	0						
			-12	0	2	0	1	0						
			-13	3	45	3	7	0						
	Do	Wet Land	254- 1	1	24	3	12	0						
			- 3	0	86	5	6	0						
			- 4	1	99	6	0	0						
			- 5	1	78	7	2	0						
			- 7	7	37	46	2	0						
			- 9	2	4	8	3	0						
			-11	0	47	3	0	0						
			256- 5	1	18	3	9	0						
			-11	0	4	0	2	0						
			-15	0	22	0	11	0						
	Do	Puramboke	254- 2	1	61	Tank								
			- 6	0	9	Waste								
			- 8	0	10	Channel								
			-12	0	2	Do								
			256- 9	0	6	Do								
			-14	1	6	Tank								
				25	86	89	9	0	447	13	0	111	15	3

Initialled) K. M. A.

SCHEDULE C(c).

Malabar District, Palghat Taluk Maagalam Vattam, Mangalam Village,—owner K. Doraswami Iyer etc. son of Sir K. Seshadri Iyer.

Name and No. of Village	Names of plot.	Details as dry, or wet.	S. No.	Extent.		Assessment.			Value for purposes of Court fee of the entire Property.			Value of Plaintiff's one-fourth share therein.		
				A.	G.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
No. 94 Mangalam ...	Sennangnapadam	Wet	1-1	5	85	17	9	0						
			-3	0	50	1	8	0						
			-4	0	10	0	5	0						
			4-1	11	59	58	0	0						
			-2	0	12	0	8	0						
			-3	0	8	0	6	0						
		Dry land / Garden	-4	0	7	0	1	0						
	Kallaparambu	Do	-6	0	9	Waste			421	9	0	105	6	3
	Kelandhiruttu	Dry land	267-1	8	0	Do								
	Kallaparambu	Garden	269-1	0	70	1	6	0						
	Nilavana	Wet	-2	0	44	1	5	0						
	Sennagnapadam / Kallaparambu	Dry	-3	0	32	Waste								
	Do	Garden	269-9	1	10	3	5	0						
	Thindarkadu / Kallaparambu	Dry	9-8	1	14	Waste								
	Pazhappallamparambu	Dry	1-2	4	98									
				35	8	84	5	0						

(Initialled) K. M. A.

SCHEDULE C(d).

Malabar District, Palghat Taluk Kottaikadu Vattam No. 87 Pattadar K. Doraswami Iyer son of Sir K. Seshadri Iyer.

Name and No. of Village	Names of plot.	Dry or Wet	S. No.	Extent.		Assessment.			Value for purposes of Court fee of the entire Property.			Value of Plaintiff's one-fourth share therein.		
				A.	G.	Rs.	A.	P.	Rs.	A.	P.	Rs	A.	P.
No. 25 Kottaikadu Village	Pannimadam	Wet ...	338-1	15	28	45	13	0						
	Pannimadi, Valaithukadu	Wet waste	2-79	0	35									
	Do ...	do	-1	1	59									
	Pannialtharisu	Waste ...	338-2	2	48									
	Pannimadam Puramboke	do	339-	1	40				229	1	0	107	4	3
	Do	do	340-	1	40									
	Do	do	341-6	8	37									
				30	87	45	13	0						

SCHEDULE C(e).

Malabar District, Palghat Taluk Kumarapuram, Puttur Vattam K. Doraswami Iyer, son of Sir K. Seshadri Iyer.

No. 66 Putttu Vattam, Kumarapuram Village.	1. No. 68 Puramboke.	Purambok Agraharam.	2800	(Vacant Puramboke)	20	0	0	5	0	0
	2. Do	do	2802	(Small house with back yard etc.)	750	0	0	187	8	0
	3. Do	do	2803	(Big House)	2,000	0	0	500	0	0

* Bounded on the East by Mr. Vaidyanatha Iyer's house, on the North by Lakshminarayana Puram Temple Wet land, on the West by Mr. Ramaswami Iyer's House and on the South by the Public Street 13 cents Jari Miscellaneous, with its gardens and grounds.

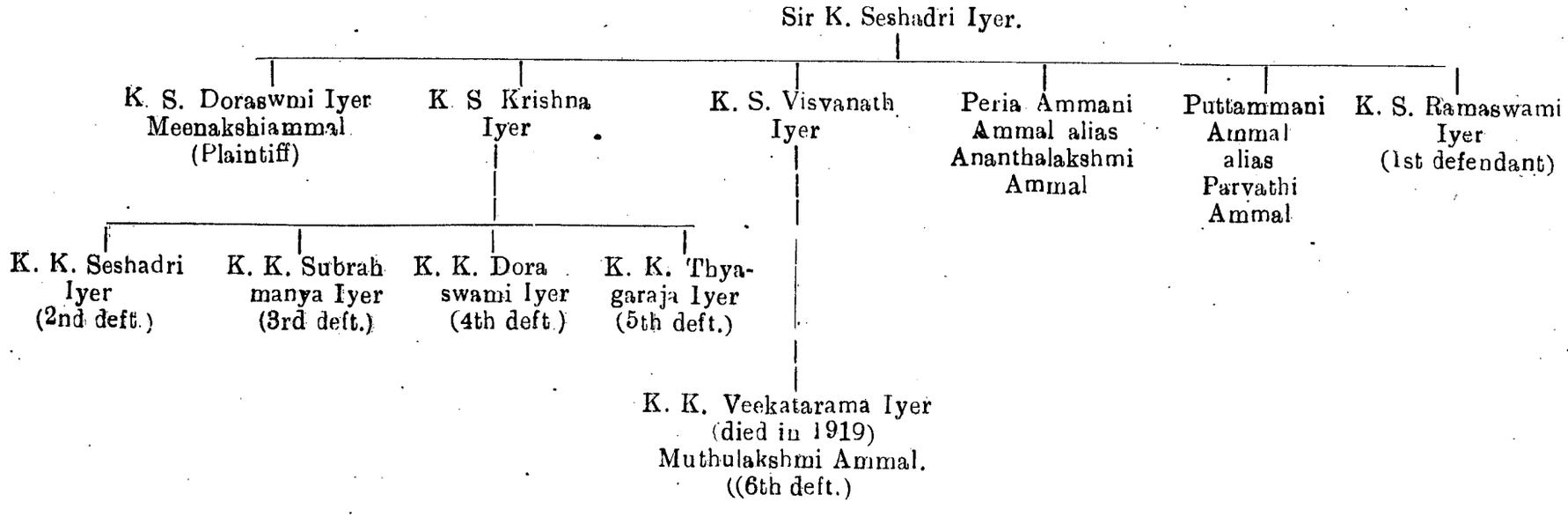
(Signed) MEENAKSHI AMMAL.

SCHEDULE D—(moveables.)

	Value for purposes Court-fee of the entire property.			Value of plaintiff's ¼ share therein.		
	Rs.	A.	P.	Rs.	A.	P.
540 shares of Rs 1,000 each in the Aurangabad Mills, Ltd., Nizam's Dominions. The plaintiff understands that the family owns more shares. But this fact has to be elicited from the defendants and the plaintiff's share in such extra shares will have to be given her.	5,40,000	0	0	1,35,000	0	0

(Signed) Meenakshi Ammal.

GENEALOGICAL TREE FILED WITH THE PLAINT.



I, the plaintiff abovenamed, do hereby declare that what is stated above is true the best of my knowledge belief and information.

MEENAKSHI AMMAL.

DRAFT WILL FILED WITH THE PLAINT.

This is the last Will and Testament of Mr. K. S. D.

Revenue Commissioner, residency at Kumara Park, Bangalore.

I am divided in status from my brothers and their issues and have free hand to dispose of my proprty by Will. I give to my wife by Will all the moveable and immoveable properties of every sort and desription which I might die possessed of. My said wife shall enjoy the same absolutely with full powers of alienation either by transfer inter vivos or Will.

I hereby give to my wife full power to adopt a son if she should desire to be so giving her full discretion in the matter. In case she chooses to adopt she is hereby empowered to give the adopted son such share or portion of the properties as she thinks proper and to enter into such arrangements with the adopted son as may be necessary to protect her interests.

I appoint my wife sole executrix of this my Will.

Executed by the said testator in our presence
and in the presence of each other.

1.
2.
3.

FILED WITH THE PLAINT.

(Signed) K. Shankaranarayana Rao.
(Advocate for Plaintiff)

By Advocate Mr. K. V. Subba Rao.
Plaint Rs. 3,000-0-0 Vakalat 0-8-0

(Initialled) A R.
9—11—1921.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. II of 1921—22.

Plaintiff.—Mrs. Meenakshiammal.

Vs.

Defendants.—K. S. Ramaswamy Iyer and others.

WRITTEN STATEMENT OF THE 1ST DEFENDANT DATED 30—8—22.

The written statement filed by the first defendant herein under Order VIII Rule 1, Civil Procedure Code.

1. This defendant submits that this court has no jurisdiction to entertain any action respecting immoveable properties situate outside the territory of His Highness the Maharajah of Mysore, and charges in particular that the suit is unsustainable with regard to properties set out in Schedule C of the plaint, as they are situate in British India. This defendant further submits that in so far as the plaintiff claims any relief with regard to the Shares in the Aurungabad Mills Ltd., which is a company registered in British India and whose Head Office is in Bombay, this suit is misconceived and is not sustainable.

2. This defendant admits the facts stated in Paragraph 1 of the plaint and the correctnes of the genealogical tree annexed to the plaint.

3. Regarding the allegations contained in paragraph 2 of plaint, this defendant states that the averment that the plaintiff and the 6th defendant are the nearest heirs of the late K. Doraswami Iyer and the late Vankatarama Iyer respectively, is inaccurate and misleading in as much as the two deceased were and continued to be at their death, members of a Hindu coparcenary. He further denies that the four branches of the family of the late Sir. K. Seshadri Iyer are now represented separately by the plaintiff, the defendants 2 to 5, defendant 6 and defendant 1 respectively as is alleged in the plaint. This defendant avers that the joint status of the coparcenary which consisted of the late Sir K. Seshadri Iyer, his sons and grand-sons has continued to this day and all the deceased coparceners' interests have survived to the surviving coparceners, defendants 1 to 5, who are at present the sole parties interested in the family properties.

4. With regard to the allegations in paragraph 3 of the plaint this defendant, while admitting that the family properties remained and are still undivided, denies that the four sons of the late Sir. K. Seshadri Iyer lived together as members of an undivided family for some years only after his death. As a matter of fact the said family still continues to be joint. It is untrue that the members of the said family ever became divided in status "to all intents and purposes." They were obliged, by reason of their avocations, or in order to preserve domestic harmony, to have separate residences and not because of any division of status. Nor did the members ever have any separate dealings of their own in the sense suggested in the plaint. The plaintiff does not state when the family became divided in status and she should be called upon to state the time or date specifically. This defendant admits that the deceased K. Doraswami Iyengar attempted for the first time in the year 1917 to set up a division of status alleged by him to have been effected in the year 1908. In support of this contention certain notices and letters were addressed by him to his brothers which were repudiated as not being founded upon facts. This defendant states that subsequent to the year 1908 the deceased K. Doraswami Iyear and his brothers executed documents and carried on legal proceedings as members of an undivided family and by their conduct and representations they admitted they were such members and incurred obligations as such. The plaintiff is estopped from setting up that the deceased was in any way divided from his brothers. This defendant denies that either by the said letters or notices or by any other acts and declarations the deceased K. Doraswami Iyer "showed," as alleged in the plaint, "an uneqivocal and explicit intention to thereafter hold and enjoy his own shares of the properties separately." This defendant is advised that the legal effect of the said letters or notices was not as is alleged in the plaint. This defendant charges that those notices or letters did not purport to and did not, as a matter of fact, effect a division of status ex-proprio-vigore. This defendant submits that the effect of those notices or letters was merely to recite a previous fictitious arrangement and not create or alter thereby any rights of parties inter se. This defendant submits that in default of the plaintiff proving the specific arrangement setup theirin, the said notices and letters have no legal effect. This defendant cannot, in the absence of particulars, plead specifically to the "other acts and declarations" or the separate dealings mentioned in the said para 3 of the plaint.

5. This defendant states that the dealings of all or any of the members of the four branches of the family with regard to the family properties and liabilities were those of members of a joint undivided Hindu family and their status continued joint and undivided throughout the life-time of the deceased K. Doraswami Iyer, K. Krishna Iyer, K. S. Viswanatha Iyer and Venkatarama Iyer and that it continues so to this day, and that whatever misunderstandings there were, there never was in fact or in Law any division of status.

6. With reference to the replies mentioned in Para 4 of the plaint as having been sent by the deceased K. Krishna Iyer to the deceased K. Doraswami Iyer's

notice of the 10th February 1917, and the answer given to the said reply, this defendant states that some more correspondence did pass between the deceased brother's Vakils. This defendant further states that he was present in Bangalore in May 1917 when the deceased K. Doraswami Iyer's solicitors' last letter, dated the 15th May 1917 was received. K. Doraswami Iyer then told this defendant personally and others to destroy the said notices and the replies of his solicitors and consider them as though they had not been sent or written at all.

7. Subsequent to the death of K. Krishna Iyer which occured on the 24th June 1917, there took place several interviews between the deceased K. Doraswami Iyer, this defendant and Dewan Bahadur C. Srikanteswara Iyer, the family friend who used to manage the affairs of the late Sir K. Seshadri Iyer during his life-time and continued to do so subsequent to his death also with the common consent of the four sons of the deceased Sir K. Seshadri Iyer. During such interviews, the deceased K. Doraswami Iyer knowing that he could not substantiate his allegations of divided status as contained in his solicitor's letter of the 15th May 1917, gave it up and admitted the joint status of the members of the family. Subsequently, certain negotiations took place through the family friend and Vakil Mr. C. S. Doraswami Iyer, the then Government Advocate of Bangalore, and the points on which such negotiations were proceeding were reduced to writing. This defendant will rely on the same in support of his averment that the plaintiff's husband had given up his allegations of a previous divided status. Certain drafts were prepared by the said Vakil and submitted for the approval of the parties but no definite arrangement was come to. Thereafter this defendant returned to Bombay.

8. This defendant was at Aurangabad in September 1917 when he received a telegram from C. Srikanteswara Aiyer saying that K. Doraswami Iyer was very ill and he immediately hurried to Bangalore which he reached on the 19th idem, when he found K. Doraswamy Iyer's condition was very grave and he was talking incoherently at times and was often unconscious. K. Doraswami Iyer did not recover from this illness and died on the 22nd September 1917.

9. This defendant states with reference to the other allegations in paragraph 4 of the plaint that it is untrue to state as is alleged therein that the deceased "called upon the first defendant to give him all the accounts of the family to enable him to find out the actual outstandings against the several brothers and also got lists of all the assets and liabilities of the family prepared with a view to have a division of the properties by metes and bounds". Nor is the allegation correct, that "a list of the personal accounts was prepared as also a list showing the allocation of the shares owned by the family in the Aurangabad Mills Limited, to the several branches to equalise their interests therein having regard to the outstanding against each branch on their respective personal accounts." The suggestion contained at the end of paragraph 4 is also unfounded, viz, that there could be completed any division by metes and bounds at the time referred to in the said paragraph for the reason that no division by metes and bounds was possible or could have been thought of as possible at any time during the lifetime of the deceased K. Doraswami Iyer.

This defendant begs to state that certain conclusions are apparently sought to be suggested from some lists and statements of accounts in the possession of the plaintiff. Certain lists and statements of accounts were prepared sometime in the year 1912 at the instance of the late Mr. Bhaishankar, the family friend and solicitor at Bombay, who was requested by the plaintiff's husband to go into the accounts as regards the amounts of family liabilities discharged and payments made by the aforementioned C. Srikanteswara Aiyar for the use of each member of the joint family; and lists of certain assets and liabilities were also prepared; but this defendant avers that there was no idea of division.

This defendant denies that he was called upon by the deceased to give any accounts for the purpose alleged by the plaintiff. In fact no books of account of the joint family were kept either by the defendant or by any one else.

This defendant further denies that any lists or statements of account were ever prepared with a view to effect a division of status or to have a division of the properties by metes and bounds.

This defendant reserves his right to reply further to the said allegations contained in paragraph 4 of the plaint if and when the plaintiff produces in Court the lists, statements of account or other papers referred to in the said paragraph of the plaint.

10. This defendant states, that even on the allegations in the plaint, the notices and letters sent by the deceased K. Doraswami Iyer and relied on by the plaintiff as effecting a division could at the most amount only to an unilateral declaration of intention which was liable to be revoked by the author thereof; and this defendant charges that, as a matter of fact, the said deceased did so revoke his intention and in any event his conduct amounted to such revocation. This defendant submits that the aforesaid acts and conduct of the deceased K. Doraswami Iyer, in any case, did bring about a state of reunion among the members of the coparcenary. This defendant further submits that on a true view of the Hindu Law the joint undivided status could not be dissolved or altered by any unilateral declaration or act on the part of a single member of the undivided family.

11. With reference to the allegations in para 5 of the plaint, this defendant avers that the story set up by the plaintiff, of the execution of a Will by the deceased K. Doraswami Iyer and of his oral authority to her to adopt and boy she liked to perpetuate his lineage, is absolutely false. This defendant is, however, aware as the plaintiff herself showed the same to him and to others after her husband's death, that she had in her possession a writing which she said was a draft of a Will the deceased got from the Hon'ble Justice Kumaraswami Sastriar. This defendant avers that the plaintiff herself admitted in the presence of this defendant and others, soon after her husband's death that the deceased did not execute any Will either in accordance with the said writing or otherwise. She further admitted that the deceased never orally or otherwise authorised the plaintiff to adopt. These statements and admissions were made by the plaintiff in this defendant's presence in reply to queries put to her by her son-in-law C. K. Mahadeva Iyer, who was acting in her best interests. The circumstances in which deceased got the said draft are not corrrctly set out in the plaint. as this defendant is informed that the illness of which K. Doraswami Iyer died was sudden in its onset which was but a few days before his death and he never went out any where in the interval. It is not true that he went to Madras when he was a little better, apprehending that he was not likely to survive his illness and got the draft from the Hon'ble Justice C. V. Kumaraswami Sastriar as alleged in the plaint. This defendant's information is that the writing alleged to be the draft of a Will was obtained long prior to the illness of K. Doraswami Iyer and that he had no intention of executing a Will in accordance with that writing as the final draft. The story set up in the concluding portion of the said para 5 of the plaint as to what the deceased did with the alleged Will after its alleged execution is also wholly untrue.

12. This defendant states that on the strength of the alleged draft aforesaid, the plaintiff has invented the story of the execution of a Will by the deceased. The plaintiff has now set up for the first time the further story of an oral authority to adopt, with a view to obtain possession of and control over one-fourth share of the joint family properties to which she would otherwise have no right. In fact, soon after her husband's death, the plaintiff sought the authority of this defendant to adopt a boy to her deceased husband, which she would not have done if the existence of the alleged Will and the alleged oral authority to adopt were true. When this defendant would not give his consent thereto because of the impossible conditions that she insisted upon, she was apparently driven to invent this false story of the oral authority to adopt, alleged to have been given to her by her deceased husband, which she has now for the first time set forth in her plaint. This defendant is advised that the point as to alleged authority to adopt is however not relevant to the subject matter of the suit.

13. With regard to the allegations in Para 6 of the plaint this defendant states that the allegation that this defendant took advantage of her grief-stricken condition to get the keys from the plaintiff is absolutely false. It is equally untrue that this defendant had those keys with him for several days. This defendant submits that when he requested the plaintiff to open the iron safe and the desks of the joint family, which were in the possession of the deceased K. Doraswami Iyer, as the eldest member of the joint family, in order to take charge of certain family papers, the plaintiff of her own accord gave some keys with which this defendant opened the safe and the desks in the very presence of the plaintiff herself, and also of her daughter and her son-in-law and secured in their immediate presence the said papers in the iron safe. This defendant states that he never took or removed any papers relating personally to the said K. Doraswami Iyer. This defendant further submits that the insinuation that any of the documents, either the alleged Will or other papers relating to the division of properties, were found by this defendant or were removed is absolutely untrue and the statement that the plaintiff discovered that papers were missing in May 1919 is equally not true. This defendant further begs to submit that from the date of the death of K. Doraswami Iyer up to September 1920 she never even set up the story of the execution of the Will or of the disappearance of any papers and that this fact is sufficient to demonstrate the falsity of her case.

14. This defendant submits that, even assuming that the deceased duly executed the Will he is alleged to have executed, the said Will cannot be operative for the reason that the deceased never became separate or divided from the rest of the family but continued to be joint with the other members of the family up to the date of his death and that the joint family properties survived to the other members of the coparcenary on the death of the deceased K. Doraswmi Iyer.

15. This defendant admits the allegation in paragraph 7 of the plaint that the bungalow known as "Kumara Park" was sold by such members of the joint family as had any interest therein to the Government of His Highness the Maharaja of Mysore, on or about the 21st November 1918, for a sum of Rs. 4,00,000. He however denies the allegation that the plaintiff came to know of the sale only long after the sale. This defendant declares that the plaintiff was throughout aware of and kept informed of the progress of the negotiations for the sale of the said property and of the nesessity for the said sale, which was the discharge of certain joint family liabilities to secure which the property had been mortgaged. The plaintiff, who was herself living in "Kumara Park" at the time of the sale, vacated possession thereof after seeking and obtaining several months' time to deliver possession of it to His Highness's Government. Even assuming that the deceased K. Doraswami Iyer became divided from the rest of the family and the plainti had an interest in the said property, the sale is binding on the share, if any, of the plaintiff, for the reason that the sale was for purposes necessary and binding on her, in as much as the sale had to be made for discharging debts which were binding on the deceased K. Doraswami Iyer and consequently on the plaintiff and also for the reason that the plaintiff herself had acquiesced in the said sale. This defendant submits that the plaintiff is not therefore entitled in any event to impugn the transaction of sale in favour of His Highness's Government. This defendant states that the plaintiff is not entitled to any share in the said property or in the sale proceeds thereof or in any other properties.

16. This defendant admits that the plaintiff, as alleged in para 8 of the plaint, was no doubt making extravagant demands and setting up false stories long after the death of her husband and her own daughter. This defendant, out of regard for the honour of the family to which the parties belong, was and has been making a liberal allowance to the plaintiff even after the filing of this suit and secured a commodious bungalow of her own choice in High Ground, Bangalore, for her residence. And with a view to avoid any scandal of litigation, he endeavoured his best to settle with the plaintiff by amicable means but the plaintiff acting apparently

on the evil advice of certain interested persons, viz., her elder brother and his relatives has never been amenable to reason and has launched on this expensive and vexatious litigation unnecessarily in order to harass this defendant and to coerce him to grant terms which he as the head of the coparcenary cannot allow. This defendant denies the plaintiff's right to any share or mesne profits or dividends and submits that the quantum and value of the mesne profits claimed are in any event excessive and exaggerated.

17. This defendant repeats with reference to the allegations in paragraph 9 of the plaint that the deceased K. Doraswami Iyer continued to be a member of the joint undivided family up to the date of his death, that he never became divided in status, that neither the notice of the 10th February 1917 relied upon by the plaintiff nor his answers to K. Krishna Iyer's reply thereto sufficed either under Hindu Law or otherwise to effect any severance of his interest or share in the joint family properties, that no share in the moveable or immoveable properties of the joint family became vested in the deceased as his own separate share, that the interest of the deceased in the joint family properties survived to this defendant and defendants 2 to 5 on the death of the deceased and that the plaintiff is not therefore entitled to maintain this for a partition on the footing that she has inherited any share of the deceased either as the widow of the deceased who died without issue male or by virtue of any disposition in the Will alleged to have been executed by the deceased.

18. In view of the allegations contained in para 5 of the plaint regarding the execution of a Will by the deceased whereby he is alleged to have appointed the plaintiff sole executrix of his said Will (Vide alleged draft Will annexed to the plaint this defendant submits that he is advised that the plaintiff on her own showing is debarred from suing this defendant as the heir of her deceased husband as stated in 9 of the plaint. The plaintiff, must, if at all, sue in her representative capacity as executrix and the suit as at present framed is not therefore maintainable.

19. This defendant states, with reference to the allegation in Paragraph 10 of the plaint, that he is advised that it is not at present necessary to traverse in detail the particulars set up by the plaintiff with regard to the several items of family property. It is sufficient to state at present that the lands and houses alleged to be situate in Kollengode, or Kizhakkaitharai, Mangalam Kottaikadu and Kumarapuram, forming items B to E of Schedule C, are not joint family property as also item No. 1 of Schedule A. Item No. 6 of Schedule A never belonged to the family and is not theirs.

20. This defendant states in reply to paras 11 and 12 of the plaint that the plaintiff has, for the reasons stated above, no cause of action at all against any of the defendants and prays that her suit may be dismissed with costs.

21. This defendant states that the plaintiff herself is in possession of valuable items of family property in the shape of jewellery, silver and gold plate, curios, furniture, books etc., which she has to account for.

22. This defendant submits that, should this Court find that the plaintiff is entitled to a partition and to claim one-fourth share in the joint family properties the finding should be restricted to the properties within the jurisdiction of this Court and that in considering such partition, the plaintiff must be directed to bring into the hotch-pot all items of joint family properties in the shape of jewellery, silver and gold plates, curios, furniture books etc, in her possession.

23. This defendant further states that at the death of the late Sir K. Seshadri Iyer there were considerable liabilities due by the joint family and in the course of years, owing to litigation concerning the Aurungabad Mills and other items of expense, the joint family incurred heavy debts so much so that at the date of the sale of "Kumara Park" the liabilities amounted to several lakhs of rupees and that but for the said sale which was a most advantageous and necessary one, the joint family estate should have become completely submerged and lost.

24. This defendant does not admit any of the allegations in the plaint save those hereby express admitted and denies those allegations in the plaint which are inconsistent with those contained in the written statement.

K. S. Ramaswami Iyer.
30—8—22.

(Signed) A. R. Nageswara Iyer,
Advocate.
30—8—22.

I, the first defendant above named, do hereby declare that what is stated above is true to the best of my knowledge, information and belief.

K. S. Ramaswami Iyer.

Filed by Mr. Nageswara Iyer Advocate for the 1st defendant on 30—8—22.

(Signed) B. N.,
District Judge.

WRITTEN STATEMENTS OF DEFENDANTS 2 TO 5 FILED ON 30—8—1922

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921—1922

Plaintiff:—Mrs. Meenakshi Ammal.

Vs.

Defendants:—1. K. S. Ramaswami Iyer,
2. K. K. Sheshadri Iyer,
3. K. K. Subramanya Iyer,
4. K. K. Doraiswamy Iyer,
5. K. K. Thyagaraj Iyer (minor) and others.

THE WRITTEN STATEMENT OF DEFENDANTS 2 TO 5 HEREIN FILED UNDER ORDER VIII RULE 1, CIVIL PROCEDURE CODE:—

1. These defendants adopt the written statement filed by the first defendant herein subject to what is stated in the following paragraphs.

2. These defendant do not know the nature of the negotiations that proceeded between the plaintiff's husband, the first defendant, and their Vakil C.S. Doraswami Iyer subsequent to the death of their father or of the drafts referred to, in Para 7 of the first defendant's written statement and the same are not binding on these defendants.

3. These defendants are not aware of the lists, statements of account or other papers referred to in para 4 of the plaint and submit that they are not binding on these defendants even if the plaintiff's husband had got any such prepared.

(Sd.) S. K. Seshadri
" Dorasami K Seshadri.
" K. Tyagaraja Iyer, minor, by his guardian and uncle
" K. S. Ramaswami Iyer.
" K. Seshadri Iyer.

Signed in my presence this 24th day March 1922 in Bombay by S. K. Seshadri, Doraswami K. Seshadri, and K. S. Ramaswami Iyer who are personally known to me.

(Sd.) K. Subramanya Iyer.
Justice of the Peace and Honorary Presidency Magistrate Bombay.

(Sd.) A. R. Nageswara Iyer,
Advocate.

30—8—22.

We the above named defendants 2, 3, 4, and 5 hereby declare that what is stated above is true to the best of our knowledge, information and belief.

Bombay,
24th March 1922.

(Sd.) S. K. Seshadri
" Doraswami K. Seshadri.
" K. Tygaraja Iyer, minor by his guardian and uncle.
" K. S. Ramaswamy Iyer.
" K. Seshadri Iyer.

Signed and affirmed before me in Bombay this 25th day of March 1922 by S. K. Seshadri, Doraswami K. Seshadri, and K. S. Ramaswami Iyer who are personally known to me.

(Sd.) K. Subramanya Iyer,
Justice of the Peace and Honorary Presidency Magistrate, Bombay.

Filed by Mr. Nageswara Iver, Advocate for defendants 2 to 5 on 30-8-22.

(Sd.) B. N.
District Judge.

WRITTEN STATEMENT OF THE SIXTH DEFENDANT DATED 30—8—1922.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

Original Suit Number 11 of 1921—1922.

Plaintiff :—Mrs. Meenakshiammal.

Vs.

Defendants :—1. K. S. Ramaswamy Iyer,....6. Mrs. Muthulakshmi Ammal, wife of the late Mr. K. V. Venkatrama Iyer.

Written Statement by Court Guardian on behalf of Minor Muthulakshmi Ammal, 6th defendant.

1. The guardian of the 6th defendant admits the relationship given in para 2 of the plaint. Venkatarama Iyer, the husband of the 6th defendant was the only son of the late Visvanatha Iyer 3rd son of the late Sir K. Seshadri Iyer. The said Venkatarama Iyer married the 6th defendant in the year 1919 and within a week of the marriage ceremony died leaving behind his widow as the sole heir. She

however being a young girl of only 10 years of age at the time was taken to her parents' house in Satyamangalam in Coimbatore District and has been living there since then.

2. The guardian believes as true the various statements mentioned in para 3 of plaint as to the circumstances on account of which the division in status amongst all the members of the family was effected and he also believes that long before the death of the 6th defendant's husband, that is, from about the early part of 1917 there was a division in status obtaining amongst the members of the family although the family properties ware not divided by metes and bounds. The guardian claims on behalf of the 6th defendant as heir to the late Venkatarama Iyer the one-fourth share in the family properties.

3. On account of her tender age and her living far removed from Bangalore, the 6th defendant has not been realising any mesne profits or dividends out of the properties and the allegation against 6th defendant in para 14 (c) of the plaint is not true.

4. If, for any reason, the Court should hold that there was no division in status amongst the members as stated above, this defendant prays the Hon'ble Court, under the circumstances of the case, may be pleased to award suitable maintenance having regard to the position and status of the family, the extent of the family properties etc.

(Sd.) A. R. Naidu,
Court Guardian for
6th defendant.

I, A. R. Naidu, the Court guardian affirm that what is stated above is true to the best of my information and belief.

(Sd.) A. R. Naidu,
(Sd.) M. Ramaswamy.
30—8—1922.

Bangalore.
30—8—1922.

Filed by Mr Ramaswamy Advocate for the 6th defendant on 30—8—1922.

(Sd.) B. N.
District Judge

WRITTEN STATEMENT OF THE 7TH DEFENDANT, DATED 30—8—1922.

IN THE COURT OF DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921—1922.

Plaintiff:—Mrs. Meenakshi Ammal.

Vs.

Defendant:—The Dewan of Mysore, 7th Defendant.

UNDER ORDER VIII RULE 1 THE CODE OF CIVIL PROCEDURE.

The 7th defendant above named files the following written statement.

1. This defendant admits the relationship of the parties to the late Sir K. Seshadai Iyer, as set out in Paras 1 and 2 of the plaint. He does not admit

that the plaintiff is the heir of her husband or that the 6th defendant is the heir of the late Mr. K. V. Venkatarama Iyer. The family of the late Sir K. Seshadri Iyer being joint and undivided, the then surviving male members thereof were alone entitled to 'Kumara Park' at the time of its sale to Government.

2. This defendant is not aware of the allegations contained in Paras 3 to 6 of the plaint nor were they brought to the notice of the Government until the 8th April 1921, by plaintiff who must have had full knowledge of the sale. This defendant believes that until the sale of 'Kumara Park,' the family of the late Sir K. Seshadri Iyer continued to be undivided and that the representation about the undivided status of the family made at the time of sale was true.

3. This defendant does not admit the allegation contained in Para 7 of the effect that the first defendant never consulted the plaintiff and did not take her consent to the sale of 'Kumara Park' to Government. It is true that the said property was sold on 21st November 1918 for a sum of four lakhs of rupees by the 2nd and 3rd defendants, by the first defendant for himself and also as guardian of defendants 4 and 5 and by the late Mr. K. Venkatarama Iyer, who formed all the surviving coparceners of the joint family at the time and who, as this defendant bona-fide believed, were alone entitled to effect the sale. Subsequent to the said sale in order to suit the convenience of the plaintiff and to enable her to shift to another residence, Government allowed her to continue in occupation of the said property until 20th February, 1920. Even at that time she put forward no claim to the property.

4. It is true that as alleged in Para 8 of the plaint a registered notice was issued to this defendant. Government sent a reply to plaintiff's Advocate setting out correctly all the facts which had transpired in the matter of the sale of 'Kumara Park' and denying the right of the plaintiff to claim a division of the said property or possession of her alleged one-fourth share therein. The plaintiff was not entitled to any share in the said property and consequently there was no reason to comply with her demand for a share.

5. This defendant does not admit the allegation contained in Para 9 of the plaint. He believes that at the time of the sale of 'Kumara Park,' the family of the other defendants was joint and undivided and that the allegations to the contrary set out in the same para of the plaint are not true or correct.

6. The allegations in Para 10 of the plaint do no concern this defendant.

7. This defendant denies the allegations contained in Para 11 of the plaint to the effect that plaintiff is not bounded by the sale of 'Kumara Park' to this defendant and that she has got one-fourth share in it.

8. The plaintiff has no cause of action against this defendant in respect of any of the reliefs mentioned in para 12 of the plaint.

9. The plaintiff is not entitled as against this defendant to any of the reliefs prayed for in clauses (a), (d), (e) and (g) of para 14 of the plaint and this defendant is in no way liable to the plaintiff.

10. Government purchased the said property known as 'Kumara Park,' bona fide from all the then surviving, male members of the late Sir K. Seshadri Iyer's family, fully believing the representation made to them at the time to the effect that the family was undivided in interest and that in order to pay off the prior mortgage and other family debts which were then pressing, it was imperative and necessary to effect a sale of the said property. In accordance with the said representation the first defendant discharged out of the sale amount the debt due to Messrs. A. Narayanaswamy Mudaliar and Company, on a mortgage of 'Kumara Park' and other properties and delivered to Government all the title deeds relating to the said property.

11. Even if the plaintiff should succeed in establishing the divided status of the family as alleged in the plaint, she is estopped by her acquiescence and conduct from claiming any relief against this defendant in respect of 'Kumara Park.' The plaintiff's remedy, if at all, would be against the other defendants and their other family properties as 'Kumara Park' by its nature and special circumstances cannot reasonably and conveniently be divided by metes and bounds. The other defendants will in that event have to satisfy the claim of the plaintiff by adjustment of the other family properties. Besides, the sale is binding on the plaintiff as the purposes for which it was effected were both necessary and justifiable under the Hindu Law.

12. In any event, the plaintiff is not entitled to any share in 'Kumara Park' or to the one-fourth share of the sale amount against this defendant as the sale amount has beed fully paid by Government to the Vendors.

This defendant therefore prays that the plaintiff's suit may be dismissed as against him with costs.

(Sd.) A. R. Banarji.

(Sd.) M. Ramachandra Rao
(Sd.) C. Narayanaswami Naidu } Advocates for 7th defendant.

I the 7th defendant abovenamed do hereby solemnly affirm that what is stated above is true to the best of my information and belief.

Bangalore. (Sd.) A. R. Banarji.

Filed by Mr. M. Ramachandra Rao Advocate for the 7th defendant on 30—8—1922.

(Intd.) B. N.
District Judge

PLAINTIFFS REPLY TO THE WRITTEN STATEMENTS,

Dated 9—10—1922.

IN THE COURT OF THE DISTRICT JUDGE BANGALORE DIVISION.

Original Suit No. II of 1921—22.

Plaintiff.—Mrs. Meenakshi Ammal.

Vs.

Defendant.—K. S. Ramaswami Iyer, and others.

The plaintiff begs to file the following reply to the written statements filed by the several defendants :—

1. With reference to para 1 of the written statement of the 1st defendant, the plaintiff submits that though the immoveable properties described in Schedule 'C' are outside the Jurisdiction of this Hon'ble Court there is nothing to prevent the defendants from obeying such decree as this Hon'ble Court may be pleased to pass in regard to those properties. In any case the plaintiff will be content with such decree as this Hon'ble Court can legally and validly pass with respect to those properties.

As regards the shares of the Aurangabad Mills, Ltd., as the relief sought can be entirely obtained through the personal obedience of the defendants concerned, there cannot be any legal difficulty in passing a decree.

2. (a) With respect to the allegations contained in para 3 to 5 of the statement the plaintiff submits that she does not admit them in so far as they are inconsistent with the allegations in the plaint. Whatever may have been the previous state of the family, the members became divided in status at least on and after February 1917 under the circumstances detailed in para 3 of the plaint.

(b) It is absolutely untrue that the family continued to be joint thereafter.

3. The allegation made in para 6 of the statement that the husband of the plaintiff told the 1st defendant and others "to destroy the said notices and the replies of his solicitors and consider them as though they had not been sent or written at all," in May 1917 and that made in para 7 that on or about the 24th January 1917 he gave up his contention and admitted the joint status of the members of the family and other allegations to the same effect are not true. They are evidently intended to falsely support his contention that the family continued to be joint by getting up if possible oral evidence. Mr. C. Srikanteswarier though at one time he might have been a friend of the family and continues to be an intimate friend and partisan of the 1st defendant was not, during the last few years of the life time of the plaintiff's husband on good terms with him.

4. Similarly the allegations in para 9 and 10 of the statement inconsistent with those in the plaint are not correct. It is not true that there was any revocation of the deceased's declaration that he was a divided member or that a state of reunion was brought about. The legal effect of the conduct of the deceased was that he became a divided member.

5. The allegations made in para 11 of the statement that the plaintiff admitted in the presence of the first defendant and others that the deceased had not executed any Will is absolutely false. All other allegations in paras 11, 12 and 14 inconsistent with what is averred in the plaint are neither correct nor true.

6. The statements contained in para 15 that the plaintiff was throughout aware of and was kept informed of the progress of the negotiation for the sale of 'Kumara Park' and that the plaintiff was aware of the sale and took several months' time to deliver possession of the same are all unture and misleading. Nor is it true that the sale was for any legal necessity valid and binding on the interests of the plaintiff. There were several other resources from which family debts, if any, could have been discharged and there was no need to sell the family residence. The sale cannot therefore bind the plaintiff.

7. The insinuation contained in para 16 that the suit has been filed at the instigation of the plaintiff's brother and other relatives is groundless and irrelevant. The plaintiff is entitled to her share in the properties as also to the mesne profits claimed.

8. The allegation in para 19 of the statement that the properties referred to therein are not the properties of the family is not true. They are family properties to the best of the knowledge and belief of the plaintiff.

9. Similarly the statement that the plaintiff is in possession of valuable items of family property in the shape of jewellery, silver and gold plate etc., is not quite accurate The jewels in her possession are her own Stridhanam properties which do not belong to the family and the few articles of furniture etc., that may happen to be in her possession are her personal belongings of inconsiderable value.

10. The allegations in the statement of the 7th defendant that the family of the late Sir K. Seshadri Iyer was joint on the date of the sale of ' Kumara Park,

that the male members in existence at the time were alone entitled to the said property, that the sale is binding on her and that she is estopped by her acquiescence and conduct from claiming any relief are all incorrect. The plaintiff neither consented to nor acquiesced in the sale.

11. The plaintiff is not aware if any portion of the purchase money was paid towards discharging the debt due to Messrs. A. Narayanaswamy Mudaliar & Co., It may be that defendants 1 to 5 have received full consideration; but under the circumstances referred to in the plaint, the plaintiff is not bound by the sale and in any event the defendants 1 to 5 are bound to pay to the plaintiff one fourth of the amount of consideration with the interest thereon.

12. It may be that at the death of the late Sir K. Seshadri Iyer, there were several liabilities as stated in para 23 of the first defendant statement. But the family had several sources of income including the dividends from the Aurangabad Mills and all the liabilities of the family could easily have been adjusted from the income. There was thus no real necessity to sell away "Kumara Park."

13. The plaintiff does not admit the other allegations in the written statement of the defendants 1 to 5 and 7 which are not expressly admitted herein and puts the defendants to strict proof of the same.

The plaintiff prays, therefore, that the suit may be decreed as prayed for with costs.

(Sd.) Meenakshi Ammal,

Bangalore, 9th October 1922.

Filed by Mr. B. Shankara Rao Advocate for plaintiff on 9—10—1922.

(Intd.) B. N.
District Judge.

ISSUES, DATED 7—11—1922.

IN THE COURT OF THE DISTRICT JUDGE BANGALORE DIVISION.

Original Suit No. 11 of 1921—22.

Plaintiff:—Mrs. Meenakshi Ammal.

Vs.

Defendants:—1. K. S. Ramaswamy Iyer and others.

ISSUES:—

(1) Whether this Court has the jurisdiction to entertain the present action respecting moveable and immoveable properties outside the territories of His Highness the Maharajah of Mysore.

(2) Whether an unilateral declaration to remain separate by a single member of a joint and undivided Hindu family could affect the joint status of the members of the Hindu family according to the strict interpretation of Mithakshara School of Law applicable to the parties.

(3) If so, whether the notice sent by the plaintiff's husband through her Attorneys on the 10th of February 1917 was an unequivocal and explicit intention to remain separate from that day and whether the same created severance in status among the members of the joint family.

(4) Whether the deceased husband of the plaintiff abandoned his intention, if any, to become separate in status by reason of his acts and conduct as mentioned in paras 4 to 10 of the written statement.

(5) Whether in any event his acts and conduct brought about the state of reunion among the members of the family.

(6) Whether the plaintiff is estopped from setting up that the deceased was divided from his brothers as stated in para 4 of the written statement.

(7) Whether the joint family properties survived to this and other defendants on the death of the plaintiff's husband.

(8) Whether Item 6 of Schedule A and Items B to E of Schedule C are the joint family properties of plaintiff's husband and his brothers.

(9) Whether the bungalow known as 'Kumara Park' was sold for the purpose of family necessities and whether the sale is binding on the plaintiff.

(10) Whether in any event the plaintiff is estopped from questioning the validity of the sale of the said 'Kumara Park' by reason of her acquiescence in the said sale.

(11) What are the joint family properties?

(12) Whether, if the plaintiff is entitled to a partition and account, she should not be ordered to bring into hotchpot the family properties and jewellery in her possession.

(13) Whether the jewellery, furniture etc., in her possession are her stridhanam property as alleged by her in her reply to the written statement.

(14) To what mesne profits if any is plaintiff entitled?

(15) To what relief if any is plaintiff entitled ?

(16) Whether in the event of the plaintiff being found entitled to a share in Kumara Park her claim in this respect could not be adjusted by allotment of other family properties in lieu thereof.

(Sd.) B. Nagappa,
District Judge.

ADDITIONAL ISSUE, AS PER ORDER OF COURT DATED, 21—2—1923.

Whether, in the absence of a notice to defendants 2 to 5, or to defendants 2 and 3 who were majors, the notices relied on by the plaintiff in para 3 of the plaint could effect a severance of status in the joint family of the parties, or at all events so far as the joint status of these defendants and the plaintiff's husband is concerned.

IN THE COURT OF THE DISTRICT JUDGE
BANGALORE DIVISION.

Original Suit No. 11 of 1921—1922.

Monday the 4th day of January 1926.

Present :—G. Sreenivasa Iyer Esquire B. A., M. L., District Judge.

Plaintiff:—Mrs. Meenakshi Ammal wife of the late Mr. K. S. Dorasami Iyer residing at Rama Villa, High Ground, Bangalore City.

Vs.

Defendants :—1. K. S. Ramaswamy Iyer son of Sir K. Seshadri Iyer residing in Kumara Cot, High Ground, Bangalore City.

2. K. K. Sheshadri Iyer,

3. K. K. Subramanya Iyer,

4. K. K. Doraiswamy Iyer,

5. K. K. Thyagaraj Iyer. 2 to 5 sons of late Mr. K. S. Krishna Iyer of whom 5th defendant is minor by guardian his uncle the 1st defendant, all residing in Kumara-Cot, High Ground Bangalore City.

6. Mrs. Muthulakshmi Ammal, wife of the late K. V. Veskatarama Iyer, minor by guardian Mr. A. Ramachandra Naidu, Sheristadar, District Court, Bangalore City.

7. The Dewan of Mysore Bangalore.

Suit for :—

(1) partition and delivery to the plaintiff of her one-fourth share in all the immoveable properties described in the plaint schedules and such other immoveable properties as may be disclosed in the course of the proceedings.

(2) delivery of 135 shares out of the shares owned by the family in the Aurangabad Mills, Limited.

(3) recovery of Rupees 2,00,000 being the amount of mesne profits and dividends realised by defendants 1 to 6 during the 3 years preceding the suit,

(4) recovery of one lakh of rupees being her share out of the consideration paid to defendants 1 to 6 by the 7th defendant in the event of the Court holding that the plaintiff is not entitled to get one-fourth share out of the premises known as Kumara Park and

(5) Mesne profits arising from her share of the immoveable and moveable properties from date of suit till delivery of possession, on the allegation that the members of the family of the plaintiff's deceased husband were tenants in common as there came to be a division in status to all intents and purposes as evidenced by the notices issued by her deceased husband to all the members of the family through his Counsel at Madras as well as by his other acts and declarations.

Plaint was filed on 9—11—1921. Her allegations are as follows :—

1. That for some years after the death of Sir. K. Seshadri Iyer, his 4 sons lived together as members of an undivided family and that subsequently

dissensions arose between the 4 branches of the family and the members thereof began to live separately, to have dealings separately and to all intents and purposes there came to be a division in status though the family properties remained undivided. By the early part of 1917 it is said that matters reached a climax and that on or about 10th February 1917 plaintiff's husband Mr. K. S. Doraswami Iyer got registered notices issued to all the other male members of the family through his solicitors Messrs. Bright well and Morseby of Madras and by that as also other acts and declarations showed an unequivocal and explicit intention to thereafter hold and enjoy his own share of the properties separately.

2. That in the reply sent by him to the replies received on behalf of the late Mr. K. S. Krishna Iyer to his notice of the said 10th February, he reiterated his declaration that he had been divided in status and demanded an immediate division of the properties by metes and bounds and he further called upon the 1st defendant to give all the accounts of the family to enable him to find out the actual outstandings against the several brothers and also got lists of all the assets and liabilities of the family prepared with a view to have a division of the properties by metes and bounds. A list of personal accounts was said to have been prepared as also a list showing the allocation of the shares owned by the family in the Aurangabad Mills, Limited., to the several branches to equalise their interests therein having regard to the outstandings against each branch on their respective personal accounts and that before the division by metes and bounds could be effected it is said that the plaintiff's husband took ill.

3. Apprehending that he might not survive his illness the plaintiff's husband it is said, went to Madras when he was a little better, consulted the Honorable Mr. Justice Kumaraswami Sastry, Judge of the Madras High Court in the matter of the disposal of his share of the properties informing him of the fact that he was divided from the other members of the family in status and got prepared by Mr. Justice Kumaraswami Sastry the draft of a Will produced by her and that in the early part of September 1917 when he feared that he was not likely to live long, he orally authorised the plaintiff to take any boy she liked in adoption to perpetuate his lineage. He is said to have executed a Will as per draft given by Mr. Justice Kumaraswami Sastry and kept the same with some other family documents which were in his custody then in a wooden rotary desk the key of which he sent over to the plaintiff about 5 or 6 days prior to his death intimating that the Will he had executed had been kept in the said table.

4. That the 1st defendant who arrived in Bangalore a couple of days before the death of the plaintiff's husband managed the day after his death to take from the plaintiff through her daughter Lakshmiammal the bunch of keys when she was struck down with grief and was in mourning and pollution and had the bunch with him for several days. The plaintiff, it is said, never suspected any foul play and that in May 1919 when her suspicion was aroused a thorough search was made for the Will and other papers relating to the division of the properties and she discovered that the Will and several other important papers had disappeared and that she thereupon wrote letters to the 1st defendant and Mr C. K. Mahadeva Iyer her son-in-law complaining of the disappearance of the Will and calling upon the former to give her share of the properties.

5. About the same time, it is alleged that the plaintiff came to know that the Bangalow known as Kumara Park, one of the most valuable of the family properties had been sold by the 1st defendant representing himself to be the Manager of the family and to be the guardian of defendants 2 to 5 and of the husband of the 6th defendant on or about the 21st November 1918 for a sum of 4 Lakhs of rupees to the 7th defendant and that the 1st defendant never consulted the plaintiff and did not take her consent in the matter of the said alienation as he ought to have done. The sale is not therefore said to be binding on her and that she is entitled to get her one fourth share of that property along with a similar share of the other

properties described in the plaint schedule. It is further alleged that ever since the plaintiff's husband's death she was demanding of first defendant and his nephews to give her her share in the family properties by ordinary letters and registered notices, and of the 7th defendant, for her one-fourth share of the property known as Kumara Park and that since the defendants failed to give her her share of the properties and mesne profits and dividends in spite of her repeated demands she has been obliged to file this suit.

DEFENDANTS FILED THEIR WRITTEN STATEMENT ON 30—8—1922.

First defendant pleaded that the suit of the plaintiff in respect of immoveable properties set out in the plaint C Schedule situate in British India and with regard to the shares in the Aurangabad Mills Ltd., which is a company registered in British India is not sustainable and that as a matter of fact the joint status of the coparcenery which consisted of the late Sir K. Seshadri Iyer, his sons and grand sons has continued to this day and all the deceased coparceners' interests have survived to the surviving coparceners defendants 1 to 5 who are at present the sole parties interested in the family properties as evidenced by the fact that the dealings of all or any of the members of the four branches of the family with regard to family properties and liabilities were those of members of a joint undivided Hindu family and by the conduct of the deceased Mr. K. Doraswami Iyer subsequent to his solicitor's letter of the 15th May 1917 in having brought about certain negotiations through the family friend and Vakil Mr. C. S. Doraswai Iyer, the then Government Advocate which however did not fructify. It is further pleaded that the notices and letters sent by the deceased K. Doraswami Iyer and relied on by the plaintiff as effecting a division could at the most amount only to an unilateral declaration of intention which was liable to be revoked by the author thereof, that the subsequent conduct and acts of the said Mr. Dorasawmi Iyer amounted to a revocation of such an intention and brought about a state of re-union among the members of the coparcenary and that on a true view of the Hindu Law the joint undivided status could not be dissolved or altered by any unilateral declaration or act on the part of a single member of the undivided family. It is also urged that the deceased Mr. K. Doraswami Iyer continued to be a member of the joint undivided family up to the date of his death, that he never became divided in status, that neither the notice of 10—2—1917 relied upon by the plaintiff nor his answers to Mr. K. Krishna Iyer's reply thereto sufficied either under Hindu Law or otherwise to effect any severance of his interest or share in the joint family properties, that no share in the moveable or immoveable properties of the joint family became vested in the deceased as his own separate share, that the interest of the deceased in the joint family survived to defendants 1 to 5 on his death and that the plaintiff is not therefore entitled to maintain this suit. For partition on the footing that she has inherited any share of the deceased either as the widow of the deceased who died without male issue or by virtue of any disposition in the Will alleged to have been executed by the deceased. As such the plaintiff has no cause of action at all against any of the defendants and it is prayed that her suit should be dismissed with costs.

As regards the sale of the Bangalow known as 'Kumara Park' it is alleged that the sale being one by such members of the joint family as had any interest therein to the Government of His Highness the Maharaja for a sum of four lakhs of rupees for necessity which was the discharge of certain joint family liabilities to secure which the property had been mortgaged and which were binding on the deceased Mr. Doraswami Iyer and consequently on the plaintiff, the latter is not entitled to impugn the same nor is she entitled to any share in the said property or in the sale proceeds thereof. It is further urged that at the death of Sir K. Seshadri Iyer, there were considerable liabilities due by the joint family and in the course of years owing to litigation concerning the Aurangabad Mills and other items of expense, the joint family incurred heavy debts so much so that at the date of the

sale of 'Kumara Park' the liabilities amounted to several lakhs of Rupees and that but for the said sale which was most advantageous and necessary, the joint family estate should have become completely submerged and lost.

Defendants 2 to 5 in adopting the written statement of the first defendant pleaded that they are not aware of the nature of the negotiations that proceeded between the plaintiff's husband, the first defendant and their Vakil Mr. C. S. Doraswami Iyer subsequent to the death of their father or of the drafts referred to in Para 7 of the first defendant's written statement and that they are not binding on them and also that the lists &c, referred to in Para 4 of the plaint are not known to them nor are they binding on them even if the plaintiff's husband had got any such prepared.

The Court guardian of the minor 6th defendant alleged that he also believes that long before the death of the 6th defendant's husband i.e. from about the early part of 1917, there was a division in status obtaining amongst the members of the family although the family properties were not divided by metes and bounds and claimed one fourth share in the family properties as heir to the late Venkatarama Iyer or in the alternative if it should for any reason be held that there was no division in status amongst the members of the family suitable maintenance to her having regard to the position and status of the family and the extent of the family properties.

The 7th defendant alleged that until the sale of 'Kumara Park' the family of the late Sir K. Seshadri Iyer continued to be undivided, that the representation about the undivided status of the family made at the time of sale was true, that Government purchased the said property bonafide from all the then surviving male members of the family fully believing the representation made to them at the time to the effect that the family was undivided in interest, that in order to pay off the prior mortgage and other family debts which were then pressing it was imperative and necessary to effect a sale of the said property and that in accordance with the said representation the first defendant discharged out of the sale amount the debt due to Messrs A. Narayantswami Moodaliar and Co., on a mortgage of 'Kumara Park' and other properties and delivered to Government all the title-deeds relating to the said property. It is further alleged that even if the plaintiff should succeed in establishing the divided status of the family as alleged in the plaint she is estopped by her acquiescence and conduct from claiming any relief against the Government in respect of 'Kumara Park,' her remedy being only against the other defendants and their other family properties as ,Kumara Park' by its nature and special circumstances cannot reasonably and conveniently be divided by metes and bounds and that in any event the plaintiff is not entitled to any share in 'Kumara Park' or to the one fourth share of the sale amount against him as the sale amount has been fully paid by Government to the vendors.

Plaintiff filed her reply on 9—10—22 stating among other things that she will be content with such decree as can be legally and validly passed by this Court with respect to properties situated in British India and mentioned in the plaint C schedule and that as regards the shares of the Aurangabad Mills Limited there cannot be any legal difficulty in passing a decree as the relief sought can be entirely obtained through the personal obedience of the defendants concerned.

The suit came on for settlement of issues on 7—11—22 and the following issues were framed :—

(1) Whether this Court has the jurisdiction to entertain the present action respecting moveable and immoveable properties outside the territories of His Highness the Maharaja of Mysore.

(2) Whether an unilateral declaration to remain separate by a single member of a joint and undivided Hindu family could affect the joint status of

the members of the Hindu family according to the strict interpretation of Mitakshara School of Law applicable to the parties.

(3) If so, whether the notice sent by the plaintiff's husband through his Attorneys on the 12th of February 1917 was an unequivocal and explicit intention to remain separate from that day and whether the same created severance in status among the members of the joint family.

(4) Whether the deceased husband of the plaintiff abandoned his intention, if any, to become separate in status by reason of his acts and conduct as mentioned in Paras 4 to 10 of the written statement.

(5) Whether in any event his acts and conduct brought about the state of re-union among the members of the family.

(6) Whether the plaintiff is estopped from setting up that the deceased was divided from his brothers as stated in Para 4 of the written statement.

(7) Whether the joint family properties survived to this and other defendants on the death of the plaintiff's husband.

(8) Whether item 6 of schedule A and items B to E of schedule C are the joint family properties of plaintiff's husband and his brothers.

(9) Whether the bungalow known as 'Kumar Park' was sold for the purpose of family necessities and whether the sale is binding on the plaintiff.

(10) Whether in any event the plaintiff is estopped from questioning the validity of the said 'Kumara Park' by reason of her acquiescence in the said sale.

(11) What are the joint family properties?

(12) Whether if the plaintiff is entitled to a partition and account, she should not be ordered to bring into Hotchpot the family properties and jewellery in her possession.

(13) Whether the jewellery, furniture &c., in her possession are her Sridhan property as alleged by her in her reply to the written statement.

(14) To what mesne profits if any is plaintiff entitled?

(15) To what relief if any is plaintiff entitled?

(16) Whether in the event of the plaintiff being found entitled to a share in "Kumara Park" her claim in this respect could not be adjusted by allotment of other family properties in lieu thereof.

List of witnesses examined by the plaintiff and defendants and that of documents admitted in evidence for both the sides are filed separately.

This case coming on for arguments from 16—12—25 to 19—12—25 (both days inclusive) and after hearing Mr. T. R. Ramachandra Iyer, Advocate for plaintiff and Messrs. L. A. Govidaraghava Iyer, M. Ramaswami and M. Ramachandra Rao, Advocates for defendants 1 to 5, 6th defendant and 7th defendant respectively the Court pronounced the following :—

JUDGMENT.

The main point for determination in this suit is whether the notice Exhibit A dated 10—2—1917 sent by the plaintiff's husband through his solicitors was an unequivocal and explicit intention to remain separate from that day and whether the same created a severance in status among the members of the joint family. The plaintiff's case as put forward in the arguments of her learned counsels is briefly this :

There were misunderstandings and disagreements among the members of the family from 1908. The brothers never lived together again, and there was a cesser of commensality. The brothers were separated in residence and food. The family jewels were divided as early as 1902. From 1908, the brothers never jointly performed together the Sradhas of their parents. Each issued invitation for the Upanayanams and marriages of his children in his own name. There was no common family chest from which money was being drawn by the members with the consent of the manager. The brothers did not bring their salaries into any common chest. Each had his own individual debts and from the beginning there was no control over the expenditure. As early as 1911, Mr. K. S. Doraswamy Iyer asked formally for correct accounts with a view to effect a partition (See Exhibit JJ), and he was repeatedly demanding a statement of accounts even subsequently with the same object. He had no male issue, and the relation between him and Mr. C. K. Mahadeva Iyer the husband of his only daughter was not very cordial. Hence Mr. K. S. Doraswamy Iyer found it necessary to make a provision for his wife the plaintiff by bringing about a division in status. He got a notice issued in February 1917 and subsequently he even got a draft of a Will prepared by Mr. C. V. Kumaraswamy Sastriyar on the basis of a division in status. He wanted to arrange for a complete partition but he died before the partition could be completed. In fact the division must be traced back to 1908 but for Exhibit XXXV a deed for the sale of certain house sites in Mysore wherein it is stated that the brothers are coparceners of a joint Hindu family and for Exhibit 43, the copy of a plaint where in it is mentioned that Mr. K. S. Doraswamy Iyer gave as manager of the family a Power of Attorney in favour of the 1st defendant. In regard to the sale deed Exhibit 35 it was urged that Mr. K. S. Doraswamy Iyer may have signed it without reading it : the Power of Attorney was a meaningless document as there was no meaning in giving a Power to his own brother. Further Mr. K. S. Doraswamy Iyer was certainly no manager, as he has no control over the expenditure : the common purse was not with him and it was therefore a misnomer to call him manager. These two documents of 1913 may militate against the partition in 1908, but in any case when Mr. K. S. Doraswamy Iyer asked for a division by metes and bounds or for a complete partition in Exhibit A, he must be deemed to have expressly and clearly declared his intention to separate himself from the other members of the family : he was expressly and unequivocally declared his intention that he would not continue as a member of the joint family thereafter. He became divided then.

Every one of these points was controverted by the defendants 1 to 5 and I shall deal with them first before proceeding to construe the notice Exhibit A issued by Mr. K. S. Doraswamy Iyer to his brothers and the 6th defendant's husband in February 1917 through his solicitors Messrs. Brightwell and Morsby. Mr. Govindaraghava Iyer conceded that Mr. K. S. Doraswamy Iyer may have desired to bring about a partition but vehemently urged that there was absotutely no separation. There are two versions in regard to the domestic incident which is alleged to have brought about some misunderstanding between Mr. K. S. Doraswamy Iyer and Mr. Krishna Iyer in January or February 1908. The plaintiff's case is that her husband got angry for the giving of betel leaves and sugar to her by his sister at the birth of a son to his sister's daughter. She says :—

" He got angry by saying " who is to give to whom " as the sister and her daughter were all along living under his protection. He also : said " You brought

(1) Separate living

them all up and what is the meaning of her giving you sugar as if you were a stranger." He snatched it from my hands and threw it away into the Brindavan.

During his absence at Madras his sister's family after the bath on the eleventh day removed to Chinnappa's house in Chinnappa's carriage. Thereafter when the time for the annual ceremony of my mother-in-law came, i.e., in the month of Thai, Chinnappa came to my husband and enquired where it should be performed. My husband told him that he had nothing to do with him and that he would perform the ceremony at Tumkur. Thereafter my husband did not perform the annual cermony with his brother Chinnappa." The 1st defendant, on the other hand says that Mr. K. S. Doraswamy Iyer thought that the offering of the Thambulam and sugar to his wife in a rattan tray was a studied insult to her and kicked the tray on his wife's complaint. His sister resented this conduct on the part of her brother and removed her daughter to the Kumara Cot as soon as she could. The 1st defendant says that the version deposed to by him was what Mr. Doraswamy Iyer himself gave out to him immediately after the incident. It seems to me unnecessary to decide which version is more likely to be true as it has absolutely nothing to do with the brothers or their separate living. The sister no doubt, resented the conduct of her brother and left for Kumara Cot. The plaintiff's evidence shows that she herself attached no importance to the incident. She says that her husband remained here for 2 days after that incident and when she requested him to be present for the Namakaranam and to invite the son-in-law, he said that the 1st defendant would look to all that. That answer does not seem to me to indicate any ill will or displeasure towards his sister. The plaintiff says: "I told my husband when he asked me as above stated that since he went away to Madras and since Ramaswamy went away to Bombay before the eleventh day bath and Chinnappa was in Bangalore at the time they went there." There is absolutely nothing to show that either the plaintiff or her husband gave any importance to this incident. The sister being a widow could not herself have given the Thambulam and sugar The plaintiff says that the sister did not give the sugar of her own accord but did it at the instance of her aunt and mother-in-law. She also says that to her knowledge Mr Krishna Iyer did not invite his sister to go to the small bungalow, and she does not believe that Mr. Krishna Iyer had invited his sister. Why then should Mr. Deraswamy Iyer have been offended at his brother? Mr. Krishna Iyer had left for Kumara Cot long before the arrival of the plaintiff and her daughter from Tumkur. The reason given out by the first defendant for this removal is that there is a superstition that it will not be lucky if there are three pregnent women at one place: there was also the idea of avoiding misunderstandings between the relations of Mrs. Krishna Iyer and the relations of the plaintiff. They are fully corroborated in their evidence by Mr. C.S. Doraswamy Iyer. Sir C.P. Ramaswamy Iyer and Sir C. V. Kumaraswamy Sastry also say that the feelings between the plaintiff and the other females in the house were very strained For the peace of the family the brothers had to live separately. I see no reason why the evidence should not be believed. There is absolutely no evidence that the incident had anything to do with the separate living of the brothers or that the brothers began to live separately with a view to or as a result of any partition. The whole family was admittedly joint till the death of Sir K. Seshadri Iyer and continued to live together. Even during the lifetime of Sir K. Seshadri Iyer, whenever Kumara Park was over crowded, Mr. Krishna Iyer used to live in Kumara Cot: he had a special predilection for that house as it was built to suit his tastes. The plaintiff herself says that the brothers were all living together till 1908, and that they were all acting under the directions of her husband: She further says that Viswanatha Iyer was sent to Madras when her husband went to Tumkur. It was in 1903 that Mr. Viswanatha Iyer went to live in Madras. The first defendant was studying for the B. L. Examination in Madras till March 1904 and so lived there till 1904. Subsequently he went to Bombay which has practically been his home from 1904 till now. Mr. Viswanatha Iyer lived with him from 1903 till 1904, and continued to live in Madras till 1911 except for

some periods in 1905 and 1907 ; in 1911 he went to Bombay with his family and lived with the 1st defendant till his death in 1915, subsequently his family lived with the first defendant till the death of the 6th defendant's husband in June 1919. From Exhibit 67 and 67(a) it can be seen that Mr. Krishna Iyer was on leave for some months prior to his father's death, and again till the end of 1904 except for a few days in 1902 and 1903. Mr. K.S. Doraswamy Iyer was not at all on duty at Bangalore from 1901 till 24—4—1911 : On the same day on which he was transferred to Bangalore his brother Mr. Krishna Iyer was transferred from here and the two brothers were never again together in the same station in their official capacity till their death. Why Mr, Krishna Iyer went to live separately in December 1907 has been already satisfactorily explained by the First defendant and it is corroborated by Mr C. S. Doraswamy Iyer. The plaintiff herself says that as Mrs. Krishna Iyer's mind was deranged, her daughter objected to go to Bangalore on that account, and so Mr. Krishna Iyer and his family were asked to remove to Kumara Cot. The brothers lived wherever their official or other duties necessitated them to stay even prior to 1908, and continued so even subsequently. There is nothing in the evidence or record to indicate that the brothers began to live separately with a view to any partition or as a result of any division in status.

(2) Separate performance of Sradha

In regard to the performance of Sradha subsequent to 1908, it seems to me that the statement of K. S. Doraswamy Iyer in Exhibit D that he was in Bangalore on leave on 9th February 1908, that he declined to perform his mother's Sradha with Mr. Krishna Iyer here, and that thereafter he and Mr. Krishna Iyer performed the Sradhas separately cannot be accepted as correct or true. The plaintiff desposes to the same effect as already pointed out in the extract from her evidence. The plaintiff herself was not present at the conversation and has no personal knowledge. No one was present when her husband mentioned to her the conversation he had with his brother. Exhibit XXXVII the extract from the File Register for 1907 – 08 maintained in the Secretariat to show the leave applied for and granted to the Deputy Commissioners shows that no leave had been applied for or granted to Mr. K. S Doraswamy Iyer on or about the 10th February 1908. The plaintiff says: "My husband came on that occasion on a Saturday Morning.

My husband came here for the purpose of performing Sradha but he changed his mind and went away saying that he was not performing it here. He told me that he had come here as the time for Sradha was approaching and that he wanted to perform it in Bangalore. He told me this the day after he arrived here. (i. e., on 9th February). I had got the materials necessary for the performance of the Sradha two days before the arrival of my husband." The ceremony came off on the 10th February 1908, and on the 6th of February 1908, Mr. K. S. Dorasami Iyer wrote from Tumkur Exhibit XXIV to his brother Viswanatha Iyer that he was performing the Sradha at Tumkur on the 10th. This letter seems to me to indicate that Mr. K. S. Doraswamy Iyer had the idea of performing the Sradha at Tumkur that year and as a matter of fact he performed it there. Except the interested statement of Mr. Doraswamy Iyer, there is no evidence to show that subsequent to 6th February he changed his mind and then came back to his original idea. When on 6th February he had determined to perform the Ceremony at Tumkur, it is extremely unlikely he would have told his wife to arrange for the Stradha at Bangalore. I have already shown that there was absolutely no reason as to why Mr. Doraswami Iyer should have any grievance against his brother in regard to his sister's going to Kumara Cot. Then it is not correct to say that the brothers did not perform sradhas jointly subsequent to 1908. The plaintiff herself admits that subsequent to 1908 Mr. Doraswami Iyer and Mr. Viswanatha Iyer performed the shradhas jointly at Tumkur on 2 or 3 occasions; She says.—" Viswanatha Iyer used to come to Tumkur from Madras for the Sradha. But he did not go to Tumkur that year for the sradha. Viswanatha Iyer had come to Tumkur from Madras subsequently on two or three occasions for the sradha of his parents when my husband performed it there." Mr. Doraswami Iyer performed his mother's sradha with Mr. Krishna Iyer

jointly again on 31st January 1917 at Trichinopaly, they also performed a number of other religious ceremonies jointly at Rameswaram in January 1917. Mr. Doraswami Iyer himself admits these joint performances in Exhibit D; and he explains the fact thus:—"We are further instructed that your client cannot have forgotten that his health was not very good, that accommodation was limited as Mr. Sreekanteswara Iyer was also there with a couple of Ursoo friends from Mysore and that under the circumstances if any two could have performed a ceremony together, it could only have been your client and ours whether joint or divided, and not one of them and Mr. Sreekanteswara Iyer or one of the Ursoo gentlemen." In view of the evidence on record, this explanation cannot be accepted as true or satisfactory. The plaintiff herself admits that the bungalow belonging to Raja Venugopal in which they stayed at Trichinopoly was a big bungalow with an upstair building, and that Mr. Sreekanteswara Iyer and the Ursoos had left Trichi before they performed the sradha. Mr. Sreekanteswara Iyer who had arranged for the whole pilgrimage says: on our way back from Rameswaram, one of the places where places where we had to break our journey was Trichinopoly some Ursoos had also gone to Rameswaram with me. They separated from us at Madura. Mr. Krishna Iyer and his family, Mr. Doraswami Iyer and his family and I stayed at Raja Venugopal's house near the Trichy Railway Station. It was a very big bungalow with upstairs, halls and a number of out-houses. There were half a dozen kitchens in the bungalow. A large number of persons could be fed. I arranged for the performance of the shradha on the next day and left Trichy on the night previous to the Shradha. I had to arrange for everything as usual and I did. I made the arrangements for the performance of only one Shradha by Mr. K. S. Doraswamy Iyer as the eldest brother present. There was absolutely no difficulty of accommodation for the performance of two or more Shradhas simultaneously in that bungalow." I fully believe this evidence, corroborated as it is by the plaintiff's own testimony. The statement that the Shradha was performed jointly for want of accommodation cannot be accepted as true. The plea that Mr. Krishna Iyer was ill and was therefore unable to perform the Shradha separately seems to me to be unworthy of belief. He had travelled all the way from Bangalore to Rameshwaram and back. The plaintiff herself says that Mr. Krishna Iyer, his wife and his daughter went from Trichy to Palghat to attend his brother-in-law's son's Upanayanam. When he could travel to Palghat and attend an Upanayanam, it seems to me to be unthinkable that he could not perform his mother's shradha. If the division in status were true, the brothers had to perform the shradha separately, and if a man is really ill and unable even to move about, he can have the shradha performed by an agent or proxy. The evidence of the plaintiff as to the illness of Mr. Krishna Iyer is really hearsay evidence. The joint performance of the shradha on the 31st January 1917 at Trichy seems to me to clearly indicate that the brothers were undivided then. This view is further supported by the joint performance of the shradhas by Mr. Doraswamy Iyer and Mr. Viswanatha Iyer on two or three occasions at Tumkur subsequent to 1908.

Again the plaintiff bereself admits that even at Rameshwaram the brothers performed one shradha jointly. Mr. Sreekanteswara Iyer also says that the two brothers performed together one Shradha, and the Pujas and Abhishekams were also jointly performed. The oral evidence adduced in the case which is fully worthy of belief seems to me to militate completely against the truth of the statements made in Exhibit D.

There is no evidence that the brothers performed the Shradhas jointly between 1908 and 1917, but this is easily explained by the fact that the brothers never lived together in one place between those two years (see Exhibit 67 and Exhibit 67(a). The plaintiff herself says:—

"Whenever it was convenient, my husband and his brothers were performing the shradhas together, and whenever it was not so, they used to perform it separately

in the places where they might be":— that seems to me to be the correct explanation. Mr Sreekanteswara Iyer also says that the brothers used to perform the shradhas of their parents whenever they found it convenient. "They had not the notion that they should all meet together to perform the shardhas..... They were not particular in meeting together and performing the shradhas jointly. The first defendant's evidence is also to the same effect. The smrithis also provide that when undivided brothers are in different places, they are to perform the Shradhas separately. Thus in Vydianatheyam, a Smrithi authority among the Tamilian Brahmins of Southern India, we find the following passages :—.

(SANSKRIT.)

(See Telugu Edition, Page 254.)

Thus Paiteenasi :—" The annual ceremonies should be performed separately by the divided co-parceners. Among undivided, performance by one tantamounts to performance by all." In another Smrithi it is said :—"When sons are in different places, though they are undivided, the annual abdika ceremonies should be performed separately : the other shradhas if possible."

The evidence seems to me to prove clearly that the brothers did not perform the shradhas separately as a result of any division in status, but only as a matter of convenience in different places where they happened to be at the time. It is also established that some of the brothers performed the shradhas jointly in a number of years subsequent to 1908, and also in January 1917.

Mr. K. S. Doraswamy Iyer has referred in Exhibit D to the issue of invitations for marriage and Upanayanams of the children of his brother in their respective names as indicia of separation in status after February 1908. The portion referring to this point runs thus :—"Since then also in religious and social functions they have remained completely separate. There was not a single one of these functions in your client's house in which Mr. Doraswamy Iyer took part although as the eldest brother he should have had a more or less prominent part in them if the joint status had not been completely severed. A glance at the invitations for the Upanayanams of your client's sons and the weddings of his daughters would also, we are instructed, completely deny all your client's claim to a joint status." The allegation that Mr. K. S. Doraswamy Iyer took no part in these functions seems to me to be far from the truth. It is no doubt admitted that the invitation for the Upanayanams of the sons of Mr. Krishna Iyer and for the marriages of his daughters were issued in the name of Mr. Krishna Iyer and not in the name of Mr. K. S. Doraswamy Iyer, the head of the family. Similarly, the invitation for the Upanayanam of the sixth defendant's husband was issued in the name of his father Mr. Vishwanatha Iyer. The plaintiff says that her husband felt insulted when Mr. Krishna Iyer issued invitations for the Upanayanam in his own name, that he attended the Upanayanam at the persuasion of family friends like Mr. Madhava Rao and Mr. Rangasami Iyengar, but that he took her

(3) Division of jewels & invitations in separate names.

and her daughter away to Tumkur on the very day of the Upanayanam saying that he had been insulted. This version of the case does not seem to me to be worthy of belief. Exhibit 80 shows that in March 1909, Mr. K. S. Vishwanatha Iyer who performed the Upanayanam of his son at Madras issued the invitation in his own name. The plaintiff herself admits that there were absolutely no differences between her husband and Mr. Vishwanatha Iyer and that the brothers were very cordial. Why then was the invitation not issued by Mr. Vishwanatha Iyer in the eldest brother's name? Would not Mr. Doraswamy Iyer have felt insulted at such an affectionate brother's ignoring him altogether? On the other hand, the plaintiff herself admits that she and her husband went to Madras for the Upanayanam and stayed there all the four days. She says that "Mr. Vishwanatha Iyer was highly pleased at their presence." It seems to me that plaintiff and her husband have given a meaning to the issue of these invitations which was never in the minds of the brothers when they were issued. Mr Sreekanteswara Iyer, who arranged for the details of the Upanayanams, says:—"I had to find the funds and arrange for the details as usual. I consulted Mr. K. S. Doraswamy Iyer in the matter. All the details were settled in consultation with Mr. K. S. Doraswamy Iyer. In those arrangements, I found absolutely no bitterness on the part of Mr. Doraswamy Iyer. I noticed no estrangement of feelings between the brothers. Mr. Doraswamy Iyer and I settled that the old antiquated method need not be followed and that the invitations might be issued in Mr. Krishna Iyer's name. The allegation that Mr. Doraswamy Iyer was offended at the invitations being issued in his brother's name is false. It was Mr. K. S. Doraswamy Iyer that suggested the procedure. He attended the function and received the guests and behaved just in the same way as a brother would behave. There was nothing to show that his heart was not in the function. On the other hand, he felt very happy as that was the first occasion when an auspicious ceremony among the brothers' sons took place." His evidence on this point is fully corroborated by that of the first defendant, Mr C. S. Doraswamy Iyer and Mr. Rangaswami Iyengar. Mr. Doraswamy Iyer not only attended the function but took also the part that the eldest brother would take. He gave instructions to Mr. Sreekanteswara Iyer in regard to the details, and settled the procedure to be adopted. It seems to me that the true meaning of these invitations in the Hindu families in Southern India is clearly stated by Mr. C. S. Doraswamy Iyer in his evidence. He says:—"Generally invitations for marriages, &c. are issued in the name of the eldest member of the family, but that does not indicate the eldest member in whose name they are issued is divided or undivided. Sometimes, they are issued in the name of the father alone. Everything depends on the circumstances. "It seems to me that the allegation that Mr. Doraswamy Iyer took no part in the function is untrue: it is also not true that he felt insulted at the invitations being issued in his brother's name. The evidence establishes clearly that the suggestion was his, and that he felt very happy and took a prominent part. I am further confirmed in this view by the fact that when his own affectionate brother Mr. Vishwanatha Iyer issued invitations in his own name, he took no offence at it, but attended the Upanayanam in a distant place all the four days, and took the part that the head of the family would take. The Learned Advocate who argued on behalf of the plaintiff candidly stated that he attached no importance to these invitations, in support of the plaintiff's case. At any rate it seems to me very clear that these invitations had nothing to do with any division in status.

(4) Division of Jewels

It was next urged that the jewels had all been divided and that there were no moveables for division except the Mill shares. This was urged as an indication of a division in status. There is absolutely no evidence either documentary or oral to prove that the family jewels were divided into four equal shares among the four branches: there is nothing to show what their value was or how much each got for his share. It is not the case of any of the parties that there was a legal partial partition in 1902, when the jewellery was distributed. In Exhibit D, Mr. Doraswamy Iyer himself admits that the distribution was not based upon equality of the value of each share. There is not an iota of evidence to show that the brothers

acquiesced in Mr. Doraswamy Iyer taking the most valuable jewels for himself. The assertion that there was a division of jewellery, and that in that division seniority was followed and the most valuable went to the most senior seems to me to be unsupported by any evidence : such a division is not only unreasonable but also illegal. (4 M. L. J. 507, 39 M. L. J. 382.) The plaintiff herself says that certain jewels were given to the 2nd defendant, the plaintiff's daughter, and also to Subba Lakshmi and her sister the nieces of the 1st defendant. These ladies are not persons entitled to any share in a partition, and the delivery of jewels to these seems to me to indicate that they were given for wearing and not as Stridhana for themselves. Mr. Sreekanteswara Iyer who admittedly made the distribution says:—The jewels that Lady Seshadri Iyer was wearing were all family jewels. They had all been locked up in the safe till the first abdikam of Sir K. Seshadri Iyer was over. I suggested that the jewels might be used by the daughters-in-law instead of being locked up. Mr. K. S Doraswamy Iyer was the only person present and he agreed. I gave some to each of the daughters-in-law for wearing them. They were of various values and it was not the idea of any one that they should become the individual property or Stridhanam of the person to whom they were given. As Mr. Sreekanteswara Iyer was the person in charge of the jewellery and as he was the person that admittedly distributed them, he is the best witness available on the subject. He is positive that the other sons of Sir K. Seshadri Iyer were not present at the distribution, and Exhibit D itself shows that the distribution was not equal and that the brothers of Mr. Doraswamy Iyer did not treat it as a partition. I am fully supported in this view by the fact that Mr. K. S. Doraswamy Iyer himself has taken the value of these jewels into accounts in one of his proposals for adjustments, viz., Exhibit C C. If there was really a partition as mentioned in Exhibit D, and the brothers had acquiesced in his taking a larger share, why should their value be again put in Exhibit C.C, for adjustment? Mr. Ramachandra Iyer contended that the distribution must have been a permanent division of the jewellery among the four branches, as otherwise a list would have been kept of the jewels given to each member. There is no evidence to show that such list is not maintained. Mr. Sreekanteswara Iyer and the first defendant were not questioned on the point. The evidence on record does not seem to me to warrant the conclusion that there was a partition of the jewellery among the brothers.

(5) Strained relationship & necessity to provide for pltff.

The next consideration for the division that was put forward was the strained relationship between Mr. Doraswami Iyer and his son-in-law Mr. Mahadevan. The argument was that the plaintiff had no male issue, and as her son-in-law was not on friendly terms, it was necessary to make a special provision for her, so that she might live comfortably without being dependent on any one : a partition in status would enable her to inherit her husband's share, and the subsequent Will would give her absolute rights of disposition. The evidence on record no doubt proves that the relationship between Mr. Doraswami Iyer and his son-in-law was somewhat strained. In Exhibit H 2 written on 24—8—1917 by Sir C. V. Kumaraswamy Sastry to Mr. K. S. Doraswamy Iyer it is stated.—" It is a good augury that Mahadeva is climbing down, and shows symptoms of returning reasoning." Sir C.V. Kumaraswamy Sastriyar also says that in one of his moods, Mr. K. S. Doraswami Iyer told him that he did not like his son-in-law to interfere in his affairs. Mr. C. S. Doraswamy Iyer also says that there was some difference between Mr. Mahadevan and his father-in-law for about a couple of years prior to the death of Mr. K. S. Doraswamy Iyer. Mr. C. S. Doraswamy Iyer explains that the difference was only in regard to the question with whom the daughter of Mr. Mahadevan should stay. He says.—" The grand parents were anxious that the children should stay with them, whereas Mr. Mahadevan wanted the children to be with him. The girls were residing with their grand parents. There was no difference about any other matter between the son-in-law and the father-in-law." He also says that to his knowledge, there was no strained relationship between Mr.K.S. Doraswami Iyer and his daughter. Thus the only point of difference between the two was with whom the children should stay. The difference was therefore due to the excess of affection the parents and the grand parents had towards the children

and could not in my opinion have induced Mr. Doraswamy Iyer to think that his daughter and son-in-law would not look after the interests of his wife. Except in regard to this one point, the relationship seems to have been very cordial. The plaintiff herself admits that when she and her husband were staying in a bungalow in Mylapore, after their return from Rameswaram, her daughter and son-in-law also came there and stopped with them. Exhibit L(2) the entries in the diary of Mr. K. S. Doraswamy Iyer show that when he went to Madras, in August 1917, he called on his son-in-law and saw his daughter and that Mr. Mahadevan also saw Mr. Doraswamy Iyer at the station. The plaintiff herself admits that there was no ill feeling between her and her daughter. Her statement that her son-in-law was taking her daughter to task for not getting a bungalow from her father is interested and uncorroborated and cannot be believed. (See his letter Exhibit XII to her.) The Plaintiff's Notices Exhibits N and O, issued in July and August 1919, to the first defendant seems to me to prove that the plaintiff herself had the fullest confidence in her son-in-law. In these letters she has asked the first defendant to give her her share of the family properties in the presence of Mr. Mahadeva Iyer. In her evidence, she says that she wanted Mahadeva Iyer to be sent for to effect a partition, as she wanted him to look after her interests. Thus he had her full confidence even in 1919, and it is unlikely that a partition would have been considered necessary on account of any difference between Mr. K. S. Doraswamy Iyer and Mahadeva Iyer. Sir C.V. Kumaraswamy Sastriyar also says that at one time Mr. K. S. Doraswamy Iyer was telling him that the plaintiff would die before him. At another time he was saying that her jewels were quite sufficient for her and that even if he was penniless, her jewels would be quite sufficient for her .. ..He also said that his wife's brothers were not good people: he was complaining that they might sponge on her. "This answer was given in examination in chief to the question "are you aware that Mr. Doraswamy Iyer at any time wanted to safeguard the interests of his wife? He was the plaintiff's own witness, and it seems to me that his answer gives a crushing blow to the theory of any special provision for the plaintiff.

(6) Repeated requests for accounts.

Then the plaintiffs' counsel referred to the repeated requests for accounts by Mr. K. S. Doraswamy Iyer as evidencing a desire for settlement of a complete partition, and relied upon Exhibit HH., dated 4—7—1911 and Exhibit JJ., dated 9—8—1911, in support of his contention. (See also Exhibits LL., LL(1), LL(2)., (MM., NN., PP., QQ.). Exhibit HH. is a letter written by Mr. C. Sreekanteswara Iyer, and in that he says that the accounts are all ready and that they are with the first defendant. Exhibit JJ. is a letter addressed to Mr. C. Sreekanteswara Iyer and Mr. K. S. Doraswamy Iyer says therein:—"I hope Visoo and Ramaswamy will sit at the accounts diligently and get them into shape by November. It would be a laborious process to go over the accounts of some 15, years: but I am afraid we are in for it: for unless we begin from some 5 years before father's death, we shall not be able to straighten out the tangled web that has been weaving over our affairs all these years. I am most anxious to get at correct figures and effect a partition by the end of December.

Exhibit JJ, is only a copy and the original was not produced. In view of Exhibit KK, dated 11—8—1911, which deals with most of the points referred to in Exhibit JJ. Mr. Sreekanteswara Iyer thinks that he must have received a letter in terms of Exhibit JJ. In Exhibit JJ, Mr. K. S. Doraswamy Iyer has expressly asked for correct figures and has stated that he is most anxious to effect a partition by the end of December. The defendants do not controvert the statement. But these letters do not indicate that there was a division in status in 1908 and that what he was anxious about was only a completion of the division already effected: the letter seems to me to show that what Mr. K. S. Doraswamy Iyer was anxious about was a complete partition after getting correct accounts. The learned counsel for the plaintiff contended that ~~was~~ what Doraswamy Iyer was contemplating at the time was only a division in status: but this contention does not seem to me to be warranted by the facts. In a division in status, a mere unequivocal and explicit

declaration is sufficient. Where then was the necessity for the correct figures? In view of the proposals and questions in the last paragraphs of the letter, the probabilities are that the explanation offered by Mr. C. Sreekanteswara Iyer is more likely to be correct. Mr. Sreekanteswara Iyer says that he gave no reply to this statement in Exhibit JJ, as he knew that Mr. K. S. Doraswamy Iyer's object was only to get some money. He says that whenever Mr. Doraswamy Iyer was in need of funds. and his demands could not be complied he used to ask for accounts. Sir C. P. Ramaswamy Iyer corroborates him. The facts about the accounts seem to be these, from the time Mr. Sreekanteswara Iyer came to serve Sir K. Seshadri Iyer, all the funds used to be in his hands, and he used to spend them under the directions of Sir K. Seshadri Iyer. He kept no regular accounts like Day Book, Ledger &c., for the income and expenditure, though he had voucher for all payments, cheque book and Pass Book. He used to compile accounts at his leisure showing the income and the expenditure. Subsequent to the death of Sir K. Sheshadri Iyer, Mr. Sreekanteswara Iyer continued to manage the affairs of the family just in the same way as he used to do in the life of Sir K. Seshadri Iyer. All the income except the salaries used to pass through his hands and the members used to draw from those funds whenever they were in need of the same. Sir K. Seshadri Iyer died in 1901, and the first compilation of accounts was commenced in 1909 and Mr. Sreekanteswara Iyer used to post them up to-date. The compilation for the period 1901 to 1910 was handed over to the first defendant in 1911 for checking. At the end of that year, Mr. K. S. Doraswamy Iyer, who was at Bombay then, took the compilations to Bangalore and appears to have handed them over for audit to one Mr Salanson, an Auditer in Madras. Mr. Salanson, owing to an inaccuracy in totalling, found a discrepancy of over 3 lakhs of Rupees in the accounts, and Mr. Doraswamy Iyer was much perturbed over this discovery and went to Bombay and requested Mr. Bhaishankar, the family friend and solicitor, to go over the accounts and verify the statement of Salanson. Mr. Bhaishankar gave certain headings and got a fresh audit made; as a result, the discrepancy of 3 lakhs was found to be a myth. Copies of these compilations were sent to the brothers. The letters regarding the accounts were all written subsequent to the compilation by Mr. Sreekanteswara Iyer in 1911.

Mr. K. S. Doraswamy Iyer was always in need of funds, and the salary he drew was hardly enough for his needs. He and Mr. Krishna Iyer used to spend more than their incomes and Mr. Sreekanteswara Iyer had to find the funds. Sir C. V. Kumaraswamy Sastriyar says that Mr. K. S. Doraswamy Iyer told him that his pay got swallowed up as soon as he got it and was in monetary troubles. When Mr. Sreekanteswara Iyer could not find the funds, he used to flare up and question him about the expenditure. After he got a copy of the compilation made by Mr. Bhaishankar, he found that his brothers were helping themselves to the family funds and began the question of personal liability and joint family liability. There were acute differences between the brothers as to what should be treated as individual liability. The evidence of 1st defendant, and Mr. Srikanteswara Iyer fully establishes the above history of the accounts. Mr. C. S. Doraswamy Iyer also says that there were differences between Mr. K. S. Doraswamy Iyer and Mr. Krishna Iyer as to what should be considered as personal liability and what as joint family liability. He also speaks to the discrepancy of Mr. Salanson, and says:—'There was absolutely no misunderstanding between Mr. K. S. Doraswamy Iyer and Mr. C. Sreekantewara Iyer. It seems to me to be unthinkable that any member of the family could have any the least suspicion of Mr. C. Srikanteswara Iyer, Mr. Salanson's mistake only put Mr. K. S. Doraswamy Iyer on enquiry about the accounts, and he was satisfied when the mistake was found.'' There is also documentary evidence to support the above oral evidence. In Exhibit JJ for instance, Mr. K. S. Doraswamy Iyer says:—"A sum of Rupees 8,000 might cover the lights and the repairs. How was the last dividend disposed of? You have not given me the particulars yet. From whom did we borrow for Thangamma's marriage? some 8,000 Rupees would have to be borrowed from the same source." (See the marginal note on the reply

Exhibit KK of Mr. Sreekanteswara Iyer that he could not raise any loan). A careful perusal of the documentary evidence seems to me to establish that it was only subsequent to 1912 that he began to entertain the idea of fixing the individual responsibility from 1908: the motive is obvious. The first auspicious ceremonies in the family were the Upanayanams of the sons of Mr. Krishna Iyer. Mr. Doraswamy Iyer's only daughter had been married in the lifetime of Sir K Seshadri Iyer. The marriages of the daughters of Mr. Krishna Iyer were also subsequent to 1908. By the assertion of a partition in February 1908, Mr. K. S. Krishna Iyer would have to bear himself all the expenses of the Upanayanams and the marriages: it was evidently with this object that the notices were issued. Now, in view of these facts, it seems to me that the explanation of Mr. Srikanteswara Iyer is more likely to be true. If Mr. K. S. Doraswamy Iyer's object was to have a partition effected in December 1911, would he not have persisted in his request especially when Mr. Sreekanteswara Iyer vouchsafed no reply to this portion of his letter? Would he not have taken Mr. Sreekanteswara Iyer to task for delaying the partition? He makes no reference to any partition in any of his subsequent letters till 1917. It is also very significant that Mr. K. S. Doraswamy Iyer has made no reference to this letter in any of the notices Exhibits A. or D. or C. issued by him in 1917. The inference seems to me that he himself attached no importance to this letter.

(7) Various proposals for division.

Then a number of statements have been filed to show how various proposals or suggestions were made for division among the brothers. They are Exhibits X and CC. Exhibit X is an adjustment of personal accounts according to Mr. C. Sreekateswara Iyer's ideas: it only represents what he considered as fair adjustment: there is nothing to show that any of the brothers agreed to his suggestions. It seems to me to indicate that there were differences which could not be adjusted even by an intimate friend of the family. Similarly Exhibit CC. prepared in the early part of 1915 on the basis of Mr. Bhaishankar's compilation contains certain suggestions of Mr. K. S. Doraswamy Iyer, but there is nothing on record to show that the other brothers accepted his proposals. A careful persual of these two documents shows that they refer to the period from October 1901 to 30th June 1912 and could not therefore have formed the basis for a complete partition till the date of adjustment The various suggestions appear to be merely manipulations of figures given in Exhibit W in order to determine to what extent each brother could be made liable individually. All the brothers were not parties to these suggestions, and it is doubtful if Mr. Krishna Iyer or Mr. Viswanatha Iyer had any knowledge of Exhibit CC or Exhibit X. Mr. Doraswamy Iyer was apparently obsessed with the idea that his brothers had helped themselves to the family funds more than they ought to have done and that they must be held responsible for the amounts he thought they had drawn in excess. These adjustments were much exercising his mind, but they were all one sided and do not appear to have been assented to by any one else. Mr. K. S. Doraswamy Iyer might have contemplated a division, but these statements did not solve the question of differences among brothers. Further, it is not clear how the accounts from 1901 could from even a basis for division: a co-parcener is not liable to account for his past dealings with the family property. When a demand for partition is made, all that a co-parcener is entitled to is an account of the family property as it exists at that time.

There is no substance in the suggestion that Mr. K. S Doraswamy Iyer may not have noticed the expressions "co-parceners of a joint family" in Exhibit 35, or in the argument that he was not the manager of the family. Mr. Doraswamy Iyer was an educated and intelligent gentleman and it seems to me to be preposterous that he signed a formal sale deed in favour of the Government and got it registered without understanding the meaning of the words "co-parceners of a joint Hindu family. "Exhibit 40 shows that he carried on the negotiations with the Government and must have known every detail of the document executed by him. The Power-of-Attorney for the litigation in regard to the Nilambur Estates was executed not only by Mr. K. S. Doraswamy Iyer but also by Mrs. Rangacharlu. If

the estates had belonged wholly to the family of Sir K. Seshadri Iyer no Power would be necessary. A Power of Attorney by Mr. Rangacharlu had to be taken, and Mr. K S. Doraswamy Iyer also joined in the execution as head of the family. I have no doubt that Mr. K. S. Doraswamy Iyer was the manager of the family and that he continued to manage the affairs of the family till his death. It must be remembered that the only property which was yielding any income was the Aurangabad Mills: it was a limited liability company and managed by an agency firm whose office was at Bombay. Mr. K. S. Doraswamy Iyer was in Mysore Government service, and could only occasionally look into the accounts or the Balance Sheet and give directions as to the Management. The evidence on record fully proves that he was attending to all these. The plaintiff hereself says that after the death of her father-in-law the sons were all living together and were acting under the directions of her husband till 1908: her husband sent the first defendant and Mr. Vishwanatha Iyer to Madras, and was sending money to them: he sent them to Bombay: she says:—"Ramaswamy Iyer was Managing the Mill under the supervision of my husband: Ramaswamy used to come to Bangalore once in two or three years and have consultation with my husband and he used to correspond with my husband also." She says at one place that the correspondence referred to the buying of cotton, the prospects of the concern, and that her husband used to sign the papers for moneys. She says that the first defendant was not sending accounts properly, that her husband sent Mr. Viswanatha Iyer subsequently (i.e. in 1911) and that subsequently her husband was glad that the accounts were being kept properly. She says that her husband was looking into the accounts. Mr. Vishwanatha Iyer went to Bombay in 1911, and in the face of this evidence, it seems idle to contend that Mr. K. S. Doraswamy Iyer was not managing the affairs of the family. The state of the family after 1908 was the same as it was before 1908, and I can find nothing on record to show that he ceased to be a manager after 1908. I shall quote here her evidence on some other matters, which proves beyond doubt that her husband was the manager even after 1908. She says:—' After Vishwanatha Iyer died, my husband was telling me that Ramaswamy Iyer and Nanjappa were not sending the accounts properly. There was no cause for any misunderstanding between my husband and Chinnappa, but occasionally my husband would reproach Chinnappa by saying that he was spending extravagantly for marriages. In reply Chinnappa would say, I was under the impression that with your approval Nanjappa and Ramaswamy were spending like that. I do not know anything about it." This evidence proves that Mr. K. S. Doraswamy Iyer was getting the accounts of the Mills up to 1915, and was complaining that he was not getting them regularly after the death of Mr Viswanatha Iyer. He used to reproach the other members of the family for extravagant expenditure: and the expenses for marriages which were all celebrated subsequent to 1908 were incurred under his directions. The first defendant says that in regard to the Upanayanams of defendants 2 and 3 and the husband of the 6th defendant, of Mr. Sreekanteswara Iyer arranged for all the details how much had to be spent and in what respects in consultation with Mr. K. S. Doraswamy Iyer. Mr. Sreekanteswara Iyer also says that all the details for these were being settled in consultation with Mr. K. S. Doraswamy Iyer. Mr. K. S. Doraswamy Iyer was the person that was joining him in borrowing the bigger loans. Exhibits T. A.A., O.O., P.P. and Q Q. all prove beyond doubt that Mr. Doraswamy Iyer was keeping himself in touch with the affairs of the family and the Mill business as a manager and was giving also instructions as to what should be done in his view. The evidence of the first defendant and Mr. M. Rangaswamy Iyengar shows that he was talking the same interest and giving the necessary insructions in regard to the Nilambur litigation. Mr. Rangaswamy Iyengar swears that Mr. K. S. Doraswamy Iyer was managing the estate on behalf of Sir K. Seshadri Iyer's family: he is a very respectable and disinterested witness: he was helping his mother-in-law (the wife of the late Dewan Rangacharlu) in regard to the management of her share of the Nilambur Estate, and had therefore direct personal knowledge, and I see absolutely no reason why his evidence should not be believed. Exhibits 42, 45, 46; Exhibit 48, Exhibits 49,

50, 51 and 52 fully corroborate the oral evidence. I have therefore no hesitation in holding that Mr. K. S. Doraswamy Iyer was manager of the family; the allegation that he signed Exhibit 35 and the Power of Attorney, and etc. without knowing the contents cannot be accepted as correct or true.

(8) Construction of Ex: A.

The next and the most decisive point for consideration is the construction of the notice, Exhibit A, dated 10—2—1917, issued by Mr. K. S. Doraswamy Iyer to Mr. Krishna Iyer, the first defendant and the sixth defendant's husband. The plaintiff's case is that the notice amounted to an unequivocal and explicit intention on the part of Mr. K S. Doraswamy Iyer to remain separate from that day. The case put forward in the arguments and the pleadings seems to me to be an after thought. In Exhibit 25, the notice issued by Mr. Shankaranarayana Rao, the case put forward is that there was a part division in status: "on or about the 10th February 1917, under his instructions, a letter was written to you drawing your attention to the fact that there had already been a division in status, and calling for an immediate partition of all the family properties." If there was really a declaration of intention in separate from the date of Exhibit A, would the plaintiff or her counsel have used the above words? Before constructing the notice, it seems necessary to understand clearly under what circumstances individual volition can bring about a severance of joint status. In Suraj Narain Versus Ikbal Narain (35 Allahabad 80), their Lordships of the Privy Council express themselves thus :—" What may amount to a separation or what conduct on the part of some of the members may lead to disruption of the joint undivided family and convert a joint tenancy into a tenancy in common must depend on the facts of each case. A definite and unambiguous indication by one member of an intention to separate himself and to enjoy his share in severalty may amount to separation. But to have that effect the intention must be unequivocal and clearly expressed." This view was followed by Sankara Nair and Oldfield, JJ. in Pothi Naiken Versus Nagamma Naicker (28, M. L. J 423)[2] and the question came for consideration before a Full Bench in Soundarayan Versus Arunachalam Chetty (29, M. L. J. 816).[3] The question was argued in all aspects and the Judges came to the conclusion that the question was definitely concluded by the decision of the the Privy Council and that as the suit for partition by a member must be considered to be a declaration of his intention to separate himself, it must effectually create a division in status. In Mussamut Girija Bai, Versus Sadasia Dhundiraj 43, Cal. 1031,[4] the question of the effect on the joint status of an intention to the separate clearly and unequivocally expreessed was raised in a direct and concrete form, and the Privy Council followed their previous decision in 35, Allahabad 80. They held on the facts that the conduct of the plaintiff in indicating by a notice in a registered letter his intention to the separate himself and enjoyed his share in severalty coupled with a suit for partition was as unequivocal and clearly expressed an intention as could be made and that it amounted to a separation with all legal consequences. It seems necessary to carefully consider the enunciation of the principles referred to in this case in regard to the conditions under which and the extent to which an expression of the intention to separate is sufficient to sever the joint status. Their Lordship say :—" Separation from the joint family involving the severance of the joint status, so far as the separating member is concerned, with all the legal consequences resulting therefrom, is quite distinct from the defacto division into specific shares of the property held until then jointly. One is a matter of individual decision, the desire on the part of any one member to sever himfelf from the joint family and to enjoy his hitherto undefined or unspecified share separately from the others without being subject to the obligations which arise from the joint status: whilst the other is the natural resultant from his decision, the division and separation of his share which may be arrived at either by private agreement among the parties, or on the failure of that by the intervention of the Court. Once the decision has been unequivocally expressed and clearly intimated to his co-sharers, his right to obtain and possess the share to which he admittedly has a title, is unimpeachable: neither the co-sharers can question it nor can the Court examine his conscience to find out whether his

= 40 I.A. 40
= 18 I.C. 30
= 28 I.C. 625
= 33 I.C. 858
= 43 I.A. 151
= 37 I.C. 321

reasons for separation were well founded or sufficient: the court has simply to give effect to his right to have his share allocated separately from the others. The intention to separate may be evinced in different ways; either by explicit declaration or by conduct. If it is an inference derivable from conduct, it will be for the Court to determine whether it was unequivocal and explicit. In Jog Narain Giri Versus Girish Chander Myti, 4, Calcutta 434, their Lordships regarded the conduct of one of the two co-sharers who constituted the joint family "when he left the joint residence and withdrew himself from commensality as indicating a fixed determination henceforward to live separately from his cousin" and treated the fact of his borrowing money for his maintenance as well as making a Will as indicating at all events that he himself considered that a separation had taken place. The conclusion was based on the inference of intention derivable from the acts and declarations of the member who, it was alleged, had separated himself and not from the conduct or attitude of any other party." This decision seems to me to clearly establish among others, the proposition that a declaration cannot be made to relate back to a prior date: it must be a declaration of an intention to put an end to the joint status existing until then: the words "held until then jointly" and "to enjoy his hitherto undefined or unspecified share separately" seem to me to support this view. The same view has been further clearly expressed in 45 M. 489 as will be shown presently.

This decision was followed in Kawal Nain Budh Sing (39 All 496) their Lordships say:—"By his plaint, he (Prabhulal) had claimed a fifth share of the family property and their Lordships entertain no doubt that the claim amounted to an intimation to the defendants his co-sharers of the unequivocal desire of the plaintiff for separation from the joint family.—the commencement of this suit for partition effected a separation from the joint family. It is immaterial in such a case whether the co-sharers assent. A decree may be necessary for working out the result of the severance and for allotting definite shares, but the status of the plaintiff as separate in estate is brought about by his assertion of his right to separate whether he obtains a consequential Judgment or not" In 45, M. 489, their Lordships again refer to 43, Calcutta 1031, and say :—" Under the Law of the Mitakshara, and unambiguous and definite intimation of intention on the part of one member of the family to separate himself and enjoy his share in severalty has the effect of creating a division of interest which until then he had held in jointness." There are any number of subsequent decisions of the Privy Council to the same effect, and it will be sufficient if I refer only to Palaniammal Versus Muthu Venkatachala Manjar (48, M. 254). I have to refer again to it in another connection as it was held in that case that where the question whether the members of a joint Hindu family did or did not separate depends on the construction of a number of documents, the Court must construe the documents according to their legal effect, but is entitled to draw all legitimate inferences as to the intentions of the parties to them, and the inferences so drawn are findings of facts. Again in Indoji Jithaji Versus K. Ramacharlu, 54, Indian Cases 146, Abdur Rahim, Justice, observes:—"The Law requires some unequivocal and definite expression of an intention on the part of a member of a joint family to the effect that in future he would regard himself as a separated member, and that the expression of such an intention must be communicated to the other members or at least to the manager of the family."

These cases seem therefore to establish the following principles:—What may amount to separation or what conduct may lead to disruption of a joint family depends on the facts of each case. Separation in status is a matter of individual volition; but in order to have that effect, the indication of the intention must be definite, unambiguous, unequivocal and clearly expressed. The declaration must not have a retrospective effect, or relate back to a previous date: but it must be a present intention to seperate himself from the joint family existing till then. The intention to separate may be expressed in various ways, either by explicit declaration

or by conduct. The intention may be inferred from acts and declarations of the member whose separation is in question. The intention to separate himself at a future date or on the happening of a condition does not, it seems to me, bring about a severance on that future date or on the happening of that condition. There must therefore be the following condition for a separation :—

(1) An existing joint family, and joint status ;

(2) a coparcener intending to separate himself from that joint family.

(3) an unambiguous and unequivocal intention on the part of that co-parcener to separate himself : and

(4) the intimation of that intention to the other co-parceners.

In the present case, the notice Exhibit A. runs :— " It is represented to us by our client Mr. K. Doraswamy Iyer, Revenue Commissioner, Mysore, Bangalore, that for some years past he has been living separate from you and that though he and you have been to all intents and purposes divided in status an actual division of the family properties has not yet been arrived at.

" Our client considers that the present unsatisfactory state of affairs should not continue any longer and that the family properties should be divided and such member put in possession of his share.

Under instructions from our client we hereby call upon you to agree to a partition of the family properties, after paying the debts legitimately due and incurred for purposes binding on all members of the family. Should you fail to comply with our client's request, he will be compelled to take legal steps for the enforcing of his claims and the protection of his interests. Yours faithfully, Brightwell and Moresby.

The argument of Mr. T. R. Ramachandra Iyer is that this notice amounts to a clear demand for partition, and that it created a severance of the joint status ; he relied on 18, Calcutta 157, referred to in Girija Bai's case. It seems to me that 18 Calcutta 157 has no application to the facts of the present case. In that case, the findings of fact that Zalimsing and Meharban Sing were joint in estate and that a sharer in an undivided estate could not sell his share without the consent of his co-parceners were not impugned before the Privy Council. As stated by Lord Watson the argument was addressed to a single question to law. The applicant conceded that under the Mitakshara Law in force in Oudh, the sale of an undivided share by one co-parcener without the consent of the others and not justified by legal necessity was invalid : he only claimed that the respondent should be ordered to recover the share subject to the payment of the purchase money. Then in referring to the well known cases of Sadabarat Prasad Sadu Versus. Foobbash Koer, Deen Dayal Versus Jagdeep Narain and Suraj Bunsi Koer Versus Sheo Pershad Singh, relied upon by the appellant's counsel, Lord Watson observes :—" In dealing with these authorities ..... it is necessary to keep the following considerations in view :—Any one of several members of a joint family is entitled to require partition of ancestral property, and his demand to that effect, if it be not complied with, can be enforced by legal process. So long as his interest is indefinite, he is not in a position to dispose of it at his own hand and for his own purposes - but as soon as partition is made, he becomes the sole owner of his share and has the same powers of disposal as if it had been his acquired property. Actual partition is not in all cases essential. An agreement by the members of an undivided family to hold the joint property individually in definite shares or the attachment of a member's undivided share in execution of a decree at the instance of his creditor will be regarded as sufficient to support the allienation of a member's interest in the estate or a sale under the execution." Their Lordships have nowhere

stated in that case that a mere demand for partition, tantamounts to a division in status. The passage quoted above was specifically referred to in Girija Bai's case to show the nature of the right possessed by individul members of a joint and undivided Hindu family. On the other hand, in the previous paragraph already quoted above, their Lordships have expressly stated that "once the decision has been unequivocally expressly and clearly intimated to the co-sharers, his right to obtain and possess the share to which he admitted has a title is unimpeachable, neither the co-sharers can question at nor can the Court examine his conscience to find out whether his reasons for separation are well founded or sufficient: the Court has simply to give effect to his right to have his share allocated separately from the others" That a mere demand for partition cannot bring about a reverance in status is clear also from 54, Indian Cases 136, where Abdur Rahim, Justice, observes:—"From the mere fact that a member of a joint family asks for partition it is not to be necessarily inferred that he intended a separation of status before a partition was effected."

In the first paragraph of Exhibit A, what Mr. Doraswamy Iyer says is that he and his brothers are living separately for some years, and that though for all intents and purposes there has been a division in status, there has been no actual division. He does not thereby make any declaration that his intention is to separate himself and to enjoy his share in severalty thereafter. He says that there has already been a division in status for all practical purposes, though in this particular letter he does not specifically mention when the division in status took place. In construing Exhibit A, it is also necessary to take into consideration the other notices that were issued soon after in the same connection by Mr. Doraswamy Iyer in the course of his correspondence with Mr. Krishna Iyer following upon Exhibit A.

In Exhibit D, dated 15—5—1917, Mr. K. S. Doraswamy Iyer has clearly and expressly stated that the division in status came into existence most definitely on the 9th February 19.8, and was emphasized by subsequent conduct on both sides time and again. So what Mr. K. S. Doraswamy Iyer says in paragraph 1 of Exhibit A is that there was practically a division in status in February 1908, but that there has been no actual division by metes and bounds: in other words, he makes a statement of fact whether it is real or imaginary: he does not therein declare his intention to separate himself from the family which untill then was joint and to enjoy his share in the property which was held until then jointly. The cases already referred to decide that only such a declaration could bring about a severance of the joint status.

Then in paragraph 2, he says that "the present unsatisfactory state of affairs should not continue any longer," and that the family properties should be divided and each member put in possession of his share. "Reading this with the previous one, it seems to me that what is stated amounts to this:—"There was a severance of the joint status in 1908, but the properties are still not divided by metes and bounds this tenancy in common is unsatisfactory and should not continue any longer and an actual division must be made, and each tenant in common put in possession of his share." In the last paragraph he wants his brothers to agree to this course on pain of being dragged into court. It seems to me therefore that this notice does not amount to a declaration of Mr. Doraswamy Iyer's unambiguous, unequivocal, definite and clearly expressed intention to separate himself and enjoy his share in severaly, within the meaning of the Privy Council decisions referred to above. It does not refer to a present intention to separate himself from that day but refers to a past division in status. There was an object in dating the division in status to 9th February 1908. The Upanaynams took place in March 1908, and the date prior to the annual shradha of his mother in that year was fixed, so that Mr. Krishna Iyer might be made to bear the expenses connected with the Upanayanams and marriages. The cloven foot peeps out in both the letters Exhibits C and D. He says in Exhibit C:—"Our client is of opinion that it should be easy to arrive at a settlement whereby one member does

not benent at the expense of the other members out of the family assets." He says in Exhibit D .—It looks like an attempt to throw on the joint family if not on our client personally the large sums amounting to about a quarter of a lakh drawn by your client for the Upanayanams of his sons and the weddings of his daughters and the purchase of jewellery." In Exhibit A, Mr. K. S. Doraswamy Iyer asks for a division by metes and bounds on the basis of the division in status in 1908..

The above construction seems to me to be further strengthened by the subsequent notices that passed between the brothers. I have already shown that the plaintiff and her counsel have also taken the same view in Exhibit 25. In Exhibit E, dated 19—2—1917, which was a reply to Exhibit A, Mr. Krishna Iyer denies that there was a division in status as alleged in Exhibit A, and asserts that the family has continued and still continues to be a joint one- In his reply Exhibit C, Mr. Doraswamy Iyer again says :—" You have been living separately as divided members .....The divided status was evident to all the world from the relations between you in the important domestic, religions and social functions of a Brahmin house-hold, which were such as to contradict a status " In Exhibit D, the last notice issued by Mr. Doraswamy Iyer, he makes a definite and specific statement that the divided status came into existence most definitely on 9th February 1908. Thus it was clearly not his intention to separate himself from a family which was joint till then. The construction that is now sought to be placed upon Exhibit A by the plaintiff's counsel was not the one that Mr. K. S. Doraswamy Iyer himself has expressly put upon it : it would amount to a declaration which the plaintiff would now wish him to make. If a divided status had taken place as urged by Mr. K. S. Doraswamy Iyer in 1908 only, there was no joint status in 1917 to be severed by the notice Exhibit A. It is very significant that no where does Mr. Doraswamy Iyer say that even if these was no division in status in 1908, as alleged and insisted upon by him, still he may be considered as having separated himself from the family at least from the date of the particular notice, Exhibits A, C or D such a position was quite open for him to take if he really intended to take it : But that was obviously not his intention.

There is absolutely no evidence to show that Mr. K. S. Doraswamy Iyer become divided from his brothers on 9—2—1908. There is no writting to support his allegation : there is nothing to show that on that date he gave expression to an unambiguous, unequivocal intention on his part to cut himself off from the joint undivided family. As already pointed out the representation made by him in Exhibit XXXV, dated 20—7—1913 cuts at the root of the allegation that he became divided on 9th February 1908. Similarly all the papers connected with the Nilambur litigation negative the theory of Partition in 1908 : Exhibit 41 is the Power of Attorney executed by him in favour of the 1st defendant. In Exhibit 43 the Plaint filed by the 1st defendant, Mr. Doraswami Iyer is described as the manager of the joint family and the evidence of the first defendant and Mr. M. Rangaswami Iyengar show that Mr. K. S Doraswami Iyer was fully aware of all the details of the litigation. Exhibit 46 and 50 supports their evidence and it is unlikely that he would not not have seen the Plaint. An affidavit was filed in that case and that was sworn to by Mr. K. S. Doraswamy Iyer, and it seems to me to be unthinkable that Mr. Doraswamy Iyer would have sworn to the affidavit for compromise without reading the plaint and understanding the points in dispute. Similarly Exhibit 51 shows that it was as manager of the family that he gave a Power of Raja Rao to conduct Original Suit No. 132 of 1912 in the Manjeri Munsiff's Court. Mr. T. R. Ramachandra Iyer very candidly represented that it was not his case that the brothers became divided in 1908 (But see however Exhibit 25). The allegations in Para 2 of the plaintiff's reply to the written statements also indicate that the division in status took place only in February 1917. Under the circumstances it seems to me that there was absolutely no division in status in 1908 as alleged by Mr. K. S. Doraswami Iyer in Exhibit A, C and D. Even if it is true that Mr. K. S. Doraswami Iyer declined

in a huff to perform a sradha with Mr. Krirshna Iyer, that surely is not conduct evincing an intention to separate from his three brothers.

The subsequent conduct of Mr. K. S. Doraswami Iyer was also not consistent with the theory that he was divided in status either in 1908 or February 1917. I have already observed that nowhere has he alleged that at least he must be considered as having separated hiself from February 1917 it must be remembered that, that was never his case. Assuming for the sake of the argument that, that was his case, the same has to be considered along with his subsequent conduct, acts and declarations in order to determine whether he really became separated in February 1917. In this connection, it is necessary to deal with the question of the Will alleged to have been executed by Mr. Doraswami Iyer before his death The plaintiff says in Paragraph 5 of the plaint, that "her husband proceeded to Madras, consulted the Hon'ble Mr. Justice Kumaraswami Sastry, Judge of the Madras High Court, in the matter of the disposal of his share of the properties, informed him of the fact that he was divided from the other members of the family In status and got prepared by Mr. Justice Kumaraswami Sastri the accompanying draft of a Will, in the early part of September 1917. When he feared that he was not likely to live long, he orally authorised the plaintiff to take any boy she liked in adoption to perpetuate his lineage. He also executed a Will as per draft given by Mr. Justice Kumaraswami Sastry and kept the same ..... in a wooden rotary desk and had it locked. About 5 or 6 days prior to his death which occured on 22nd September 1917, he sent over the key to the plaintiff, intimating that the Will he had executed had been kept in the said table." In the next paragraph she says that the 1st defendant managed, the day after her husband's death. to take the bunch of keys through her daughter Lakshmi, on the pretest that the key of Iron safe was required for the purpose of taking out the Mill papers : though at first the plaintiff declined to part with the keys, she yielded on the next day to the pressure of her daughter and gave the bunch to her daughter for delivery to the 1st defendant who kept it with him for several days : when the plaintiff made a search for it in May 1919, she found the Will and other papers relating to the division missing.

No relief was claimed on the basis of the Will in the plaint and the Advocate who appeared for her represented to the Court on 7—11—22 that the plaintiff does not claim under the Will left by her deceased husband. Accordingly no issue was framed on the point. A great deal of evidence was however adduced on these allegations in the plaint, and the Learned Advocate who appeared for her represented to the Court that the whole evidence was adduced to probabilise or substantiate the allegation of partition. An attempt was however made on the date of the argument to re-open the question on the ground that the Advocate had no authority to give up the plea about the will, and that she had no knowledge about the act of her advocate till November 1925. The allegations of the plaintiff in her affidavit did not seem to me to be worthy of belief. Her brother was attending the court every day and was taking a keen interest and was sometimes instructing the Counsel. It was unlikely he would not have intimated to the plaintiff as to what took place every day in court. Mr. Sankaranarain Rao who appeared for her from the beginning acquiesed in the representation of Mr. Sankar Rao, and did not question it. Even before the plaintiff was examined, her Advocate represented to the court on 16—1—1925 that she dispensed with all her witnesses except herself, her brother and Shamiengar. On the very first day the plaintiff was examined before the commissioner in her own house questions about the Will were objected to on the ground that case under the Will had already been given up, and the plaintiff must have known the objection. Then there were absolutely no affidavit from the Advocates and the plaintiff's brother that they had kept back the information from her, and that they took the intiative in this matter on their own responsibility and did not communicate the same to her even subsequently. The authorities clearly establish that a Vakil appointed to conduct a case on behalf of his client has the Power to ask for an issue or to

abandon an issue, to get a witness summoned or to dispense with his evidence (22 Madras 538, 25 Madras 367, 43 M. 398) An admission of fact by the Pleader is binding on his client and the opposite party cannot be arbitraily deprived of the benefit of the admission. (See 44 I. C. 18. 17 C W N 156, 35 I. C. 205 &c.,) The application came also at a very late stage and had to be rejected.

There is absolutely no evidence to prove that Mr. K.S. Dorasami Iyer executed any Will. No one speaks to the execution of such Will by Mr. Doraswami Iyer, there is no evidence as to whether any one attested or who attested it. The plaintiff's evidence shows that the draft Will Exhibit K was brought from Madras in August 1917. She says that her husband told her that he had given all the properties and even more than what Mr. Sastriyar had given in the draft: apart from this statement being inconsistent with the plaint allegations, she did not ascertain what the excess was, and has no knowledge in the matter. She heard of it for the first time only on the 14th September and no one else was present: it is not clear to me how her statements are really evidence. No one was present when her husband told her that he had executed a Will. Her husband did not say on what date he executed the Will or who attested it. She does not know who attested it or whether it was attested at all. She herself did not see the Will. She does not know whether it was in her husband's handwritting as she did not take it into her hands and see it, but she only heard her daughter say it was in her father's hand. She says that her daughter brought it and asked her to see it; she did not want to see it and has not seen it again. The Will shown was of a foolscap size but she does not know how many sheets it contained. Her brother who is admittedly a shameless eaves-dropper, fills up the gap by saying that it consisted of 4 or 5 sheets. The draft Exhibit K is in one sheet, and if the allegations in the Plaint true, is it likely that the Will would consist of 4 or 5 sheets? No one corroborates the plaintiff's story that the keys were sent to her with the intimation that he had executed the Will and kept it in the desk. Mohideen who is alleged to have given the keys and to whom Mr. K. S. Doraswamy Iyer is alleged to have mentioned about the deposit of the Will in the desk is alive but was not examined or even summoned. When she saw her husband on Tuesday, he did not tell her what papers had been kept by him in the desk, nor did she ask him. Her statement on this point is however very contradictory.

The story about the delivery of the keys by the plaintiff to her daughter at the latter's pressure, and the alleged talk between the mother and the daughter and the discovery of the loss in May 1919 seems to me to be a tissue of lies and a concoction. The evidence of the plaintiff and her brother on these points is full of contradictions and discrepancies and the probabilities are all against the plaintiff's allegations. The plaintiff first said that her daughter asked for the keys on Sunday alone, that her brother and mother came on the next day, and that on that day i.e., Monday 24th September 1917, she handed over the keys to her daughter. She says that Mahadeva Iyer was in Bangalore on that Monday. Later on she contradicts these statements which were also the ones made in Exhibit Q and the plaint, and says "My Notice Exhibit Q is incorrect as regards the days of the demand and the giving of keys to my daughter. The first time that my daughter came and asked me for the keys after my husband's death was on Monday, i.e., the day of Sanchyanam after my husbands' death, and when my brother and mother came to Bangalore. The next day i.e., on Tuesday, my daughter came to me again and insisted upon my giving the keys and I gave the keys. The next day i.e., on Wednesday, Mahadeva Iyer left Bangalore for Madras in the night." The plaintiff's brother also says that it was on Tuesday that the keys were taken by force by Lakshimi and that the allegations to the contrary in Exhibit Q are incorrect; he further says that Mr. Mahadeva Iyer was present here on Monday and Tuesday and that he (witness) offered his condolence to him and that Mahadeva Iyer left for Madras on Tuesday night. He says:—"In spite of my protest the keys were plucked out by force by the plaintiff's daughter from the plaintiffs' waist. . . . . It was at 2 p.m. that she snatched the keys from her mother's waist

The plaintiff's daughter wrestled the keys by force. We did not pursue her and take them from her. No one stopped her. I was present when she took the keys." After giving such a graphic description repeatedly in examination in Chief and Cross-Examination, he says in Re-examination: I read Paragraph 10 (in Exhibit Q) about the delivery of keys by plaintiff. I did not see the plaintiff's daughter take by force the keys from her mother's waist, nor did I see the plaintiff give her the keys as mentioned therein."

The plaintiff says that when her daughter brought the Will and asked her to look at it, her brother and his son-in-law Krishna Murthi alias Raju were present. Krishna Murthi alias Raju, who was examined as the 7th defendant's witness and who had also been cited by the plaintiff as her witness, denies all knowledge of the incident; he denies that the daughter showed any Will to her mother or that there was any conversation between them on the matter. The plaintiff's brother also admits that he was not present in the room in which the daughter showed the Will to her mother and carried on conversation; but says that he was in the adjacent room and heard the conversation between the mother and the daughter along with Raju and others, but Raju gives the lie to him. He however says that the daughter brought 4 or 5 papers of foolscap size which appeared to be in manscript and gave them to the plaintiffs, but he does not say how he was able to see these through the wall.

The plaintiff says that four months after her daughter's death she opened the rotary desk, one Panchanatha Iyer, Raju her brother and his son were present, that Panchanatha Iyer examined them, and that Raju said that the draft was not in her husband's handwriting: she consulted those who were present. Her evidence as to when she opened the desk is very contradictory. Her brother also says that he came here on 26—5—1919, and opened the desk within a week thereafter, and asked his son, son-in-law and Panchanadha Iyer to search for the Will, but that they could not find the Will. Raju says the plaintiff did not require any assistance to look into or pick out any papers: nor did she require any one's help for the purpose. Venkatarama and I were present when the plaintiff's brother picked out papers one day except myself and Aiyaswami Iyer no one else who is alive was present then. Papers connected with Mill and a draft Will were found. She took the papers and was giving instructions to her brother. I do not know what instructions she gave him. There was no other talk to my knowledge." If there was a Will, and it was found missing for the first time on that day, would the conduct and behaviour of the plaintiff on that day be as that spoken to by Raju? Raju denies that Panchanatha Iyer was present. If she found the papers missing in May 1919, why did she not write at once to the 1st defendant or ask him about it?

The plaintiff says that her husband mentioned to her for the first time on the 14th September 1917 that he had executed a Will, that it would be useful to her, and that he had preserved it in the desk. Her husband gave her the copies of notices issued so that they might be of support to her as he was not sure how things would go with her. She preserved them carefully in her iron safe. These copies are of no value when compared with the Will which gave her absolute Power of disposal and authority to adopt, would he not have given such an important document when especially when he was seriously ill for a number of days, his condition was serious and he suspected it might be destroyed; and would she not have taken care to preserve the same? She says that the keys were sent to her on Sunday through Mohideen and the only reason for her husband sending the keys was that his bed had to be arranged to enable him to receive His Highness. Mohideen himself has not been examined, Munilal Sing referred to in Exhibit Q was also not examined and the reason is palpably false as the visit of His Highness was on the Saturday previous and was unexpected. Her own witness Mr. Shama Iyengar says that the visit was an unexpected one, and that the condition of Mr. K. S. Doraswamy Iyer was very serious from one or two days previously.

Mr. C. Sreekanteswara Iyer who was present at the time, and who received His Highness says. " It is true that His Highness visited Mr. K. S. Doraswami Iyer on Saturday night. We had no notice about His Highness' Visit. The Peon came up to me and said that His Highness was waiting below. I had to run down and receive him. " His version is fully corroborated by the letter Exhibit 77, which he wrote in that connection to the 1st defendant on the very next day. He says " Good His Highness the Maharaja very kindly visited Doraswamy last evening (about 7 o'clock without any notice) and cheered him up. His Highness also made very anxious enquiries about him. " I see absoluteiy no reason to disbelieve this version.

The plaintiff herself says that her husband did not trust the 1st defendant, and told her repeatedly that the 1st defendant had deceived him and had committed fraud on him (Vide Exhibit P and Q). Would she have given away the keys to such a person, knowing fully well that the Will and the partition deed were all in the desk, and her whole future defended on those documents? Her statement that she brought up the first defendant and so trusted him seems to me to be highly interested and a lie. The 1st defendant's parents were alive till 1900 or 1901: he must have been 19 years of age then (see the age given in his deposition in November 1925) Exhibit 67 shows that Mr. Doraswami Iyer was on duty outside Bangalore from 10 years previously and the plaintiff herself says that during her father-in-law's life time, she was not living in Bangalore for any length of time. The 1st defendant swears that the plaintiff never pulled on well with his mother. Sir C. V. Kumaraswami Sastryar also says that the plaintiff was not pulling on well with the other ladies of the family even during Sir K. Seshadri Iyer's life. The evidence of Sir C. P. Ramaswami Iyer is also to the same effect. It seems to me that the plaintiff statement to the contrary is not worthy of belief.

The plaintiff says that though her husband was asked to execute Will at Madras by Sir C. V. Kumaraswami Sastry, he said he would execute it at Bangalore and had requested Sir C. V. Kumaraswami Sastriyar to come to Bangalore and attest it. Sir C. V. Kumaraswami Sastriyar also says:—He (Mr. K.S.D. Iyer) then wanted me to attest the Will. I said if the Will was engrossed, let me see: why do you want me to attest it? He told me that I must attest the Will. He took the draft with him... ....from his conversation, I thought he was particular about my attesting the Will. I cannot say if he changed his mind afterwards. To my knowledge there were no circumstances which could have prevented him from asking me to attest the Will if he executed one: our feelings never changed after our last conversation. This evidence shows that if a Will had really been executed Sir C. V. Kumaraswami Sastry would have attested it from the fact that Sir C. V. Kumaraswami Sastriyar did not attest any Will, and was not asked to come to Bangalore to attest the Will, it seems clear that no Will was actually executed by Mr. Doraswami Iyer.

It is very significant that no mention of a completed Will or its loss is made in any of the letters Exhibit N. O. or T. and that no mention was made of the Will or its loss even when the desk was opened. (See Raju's evidence). The plaintiff herself did not see the Will and her husband did not tell her what papers he had kept. The alleged interview on Tuesday is an after thought and cannot be believed as she herself says in Paragraph 6 of her letter Exhibit Q that she took her bath and proceeded to see her husband; he had lost conciousness on account of injection given by Mr. Krishnaswami Iyer.

The evidence of the 1st defendant and Mr. C. Sreekanteswara Iyer fully proves that the plaintiff had no other document except Exhibit K with her after the death of Mr. K. S. Dorasami Iyer. The 1st defendant says: "Just before Mr. Mahadeva Iyer started for Madras on the day of the cremation, he went to take leave of the plaintiff. I was then present with him. The plaintiff gave him a draft

of the Will and asked :—" Will this hold good ?" Exhibit K is the one that she showed him. Mr. Mahadevan said that it was not signed or attested and that it was not valid and was only a draft. He then asked her whether she had been given any authority to adopt either in writing or orally or whether this was all she had with her. She replied to him that Exhibit K was all that she had and that she had been given no other authority oral or written.' I fully believe the 1st defendant on this point. He deposed throughout in a ready, candid and gentlemanly manner : he is further supported on this point by what Mr. Mahadeva Iyer the plaintiff's son-in-law has written to the plaintiff immediately after he heard of what he calls the plaintiff's concoction. She sent a letter to Mr. Mahadeva Iyer on 1—9—20 in terms of Exhibit Q, and Exhibit XII was written in reply, to her on 13—9—20. In this he expressly, states that the plaintiff told him that her husband did not execute any document and gave her no more than draft Will prepared by Sir Kumaraswami Sastriyar. He as also asserted that the story about the execution of the Will, the removal of the same with conveniance of her daughter and the conversation between the mother and the daughter was a pure concoction, and that it was surprising that she should have concocted this story about her deceased daughter. The letter breathes genuine horror at the suggestion made in Exhibit Q. Mr. C. Sreekanteswara Iyer also says that the plaintiff's brother showed him Exhibit K 3 or 4 days after Mr. K. S. Doraswami Iyer's death, and told him that there was no Will containing Mr. Dorasami Iyer's signature. Lastly the ground from under the plaintiffs feet is cut off by the undisputed fact that Mr. Mahadeva Iyer was not at all present at Bangalore on the 24th or 25th September. The 1st defendant and Mr. Sreekanteswara Iyer both says that Mr. Mahadeva Iyer left for Madras on the very day of the cremation (Sunday the 23rd September) in spite of their protests that it was not proper to leave the station before the Sanchayanam. The plaintiff's brother's son-in-law Raju also says that Mr. Mahadeva Iyer was not in Bangalore for the Sanchayanam. The evidence of Mr. Amiruddin, the Assistant Registrar of the Madras High Court proves beyond doubt that Mr. Mahadeva Iyer was present at Madras on the 24th, 25th and 26th September 1917, and has recorded minutes of cases in Mr. Justice Coutts Trotter's Court on the 24th September 1917, 25th September 1917, 26th September 1917 and 28th September 1917, and has also initilled the Attendance Register for those days. I see no reason why the evidence should not be believed. On a consideration of all the circumstance referred to above, I have no hesitation in holding that Mr. K. S. Doraswami Iyer did not execute any Will, that he did not mention to the plaintiff he had executed a Will, and that the story about the delivery of keys to her daughter, her conversation in the matter of disposition and the missing of the Will is false. The argument that the execution of the Will supports the plea of partition seems to me therefore to be without any substance.

On the other hand, the conduct of Mr. K. S. Doraswamy Iyer subsequent to the issue of Exhibit D, his acts and declarations seem to me to establish without a shadow of doubt that he was undivided from his brothers. Mr. Krishna Iyer who travelled in Malabar and Southern India, came here seriously ill on 4—5—1917 (see Exhibit 21) when Exhibit D dated 15—5—1917 was received, the 1st defendant says that Mr. Krishna Iyer was very bad and the Doctors were despondent of his recovery, and that Exhibit D was never put into his hands. He further says :—" Mr. K. S. Dorasami Iyer who had come to see Mr. Chinnappa . . . . . was much moved and he said :—Don't show this letter to him : He was anxious to know if I had already shown it to him when I told him I had not, he asked me not to show it to him, he asked me to consider as if all the notices had not been issued at all, and to destroy them. After Mr. Krishna Iyer's death, he and Mr. C. Sreekanteswara Iyer had conversation with Mr. K. S. Doraswamy Iyer about his alleged division in status and they drew his attention among other matters to Exhibit XXXV and the papers connected with the Nilambur litigation and brought home to him that he could not sustain his allegations of division is status from 1908. They both swear that Mr. K. S. Doraswami Iyer gave up his contention convinced as he was of their arguments, and

admitted that he was joint even then. Their statement are corroborated to great extent from the entries Mr. K. S. Doraswamy Iyer has made in his Diary. That Mr. K. S. Doraswamy Iyer was going to his brother's house during his illness, and was taking great interest in his recovery is clear from Exhibit 19, the entry in the Diary on the 10th June. He sent urgent wires to the Doctors and they came to see Mr. Chinnappa in response to his wire. Mr. Krishna Iyer died on 24th June (See Exhibit 21). Immediately after the ceremonies were over, the 1st defendant and Sreekanteswara Iyer have met him for discussing the question of division. Exhibit XXIX the diary for 9th July contains the entry. "Nanja and Ramaswamy called at about 5 p.m. to discuss partition." Both these (first defendant and Mr. Sreekanteswara Iyer) further say that subsequently Mr. K. S. Doraswamy Iyer wanted on adjustment of personal accounts and then enter into a partition. The subsequent discussion all proceeded on the basis that the family was joint. Mr. K. S. Doraswamy Iyer wanted a complete partition he did not tell any one then that he should be considered as divided in status from the other members of the family. Mr. C. S. Doraswamy Iyer, the 1st defendant and Mr. K. S. Doraswamy Iyer met and conversed as to how the debts should be discharged, how the future partition should be effected and when the actual division in status or disruption of the family should come into existence. A short note of the terms Exhibit 56 was made by the 1st defendant and taken to Mr. C. S. Doraswamy Iyer. Mr. C. S. Doraswamy Iyer made therein certain entries and prepared 5 drafts. They were shown to Mr. Sreekanteswara Iyer and then the drafts were handed over to Mr. K. S. Doraswamy Iyer. Mr. K. S. Doraswamy Iyer was slightly indisposed on that day and said he would look into them after he got better. Mr. Doraswami Iyer wanted further particulars of accounts, some that were available here were given and the 1st defendant promised to send the rest from Bombay. There was some correspondence in the matter between the brothers (see Exhibit 58 and Exhibit 59) in the beginning of August. Subsequently Mr. K. S. Doraswami Iyer fell ill in the beginning of September and died on 22nd September.

The Diary entries Exhibit 30 and 31, refer to the discussion, the 1st defendant and Mr. C. S. Doraswami Iyer had with Mr. K. S. Doraswami Iyer in regard to the partition. Mr. C. S. Doraswami Iyer who according to the plaintiff, was looked upon by Mr. K.S. Doraswami Iyer as his own brother fully supports the evidence of the 1st defendant and Mr. C. Sreekanteswara Iyer. Mr. C. S. Doraswami Iyer says. "The question of division in status did not at all arise. The discussion was not based upon a prior division in status. The discussion was about the disruption of the joint family, it was discussed that the commensality should be broken. Mr. K. S. Doraswami Iyer never made me understand that he was previously divided in status, but on the other hand, the discussion proceeded clearly on the basis that the family was undivided." He future says: "It was thought that it would take a couple of month's to arrange for details: a date was also provisionally settled for adjustment of these differences : it was settled that the disruption of the family should take place at a future convenient date. The first defendant was asked to take notes of the discussion: it was settled that the notes should be shown to me so that I might verify if the rates had been correctly taken down and that I must prepare certain draft documents. Exhibit 56 are the notes prepared by the 1st defendant and brought to me.....It was arranged that the partition should be effected on the 1st October 1917 as stated in Exhibit 56. Until then it was understood that the family should continue as undivided 1st October 1917 was fixed tentatively on the impression that the arrangements would be completed by that time. The distinction between the division in status and partition by metes and bounds was not the basis on which the discussion proceeded ...In Exhibit 56 the 1st defendant has incorporated the sum and substance of the discussion we had.....At the discussion, the 1st defendant and I had with Mr. K. S. Doraswami Iyer the partition that Mr. K. S. Doraswami Iyer was keen about was a complete partition in status and also by metes and bounds."

Now this evidence of Mr. C. S. Doraswami Iyer proves beyond all doubt that Mr. K. S. Doraswamy Iyer proceeded entirely on the basis that the family was undivided.... Arrangements were made for the preparation and execution of documents, and drafts also were prepared under instructions by Mr. C.S. Doraswami Iyer. If had really separated himself from the family was that not the occasion to represent it? Would he not have told Mr. C. S. Doraswami Iyer that he was already divided in status, and that all that Mr. C. S. Doraswami Iyer had to do was to prepare drafts for bringing about a division by metes and bounds? There was no question of secrecy when legal documents had to be executed. If there was really a severance in the joint status, he would have been the first to proclaim that a division in status had already taken place by the issue of notices in February? and that nothing more remained to be done than an actual division. He was then fully aware of the decision of the Privy Council in 43 Cal. 1031, and had secured even a copy of the Judgment. Specific reference is made therein to subsequent acts and declarations and division in status and division by metes and bounds. Mr. C. S. Doraswami Iyer says very clearly that Mr. K. S. Doraswami Iyer brought for discussion the question how to effect division, that the division he was keen about was the complete division; and that the family should continue undivided till then.

The evidence of Sir C. V. Kumarasami Sastriyar establishes clearly that Mr. K. S. Doraswami Iyer did not consider himself separated from the family even in August 1917. Mr. K. S. Dorasami Iyer saw Sir C. V. Kumarasami Sastriyar at Madras in the beginning of August 1917, and obtained from him a draft Will. The circumstances under which he gave the draft Will are stated at great length in his evidence, and it seems to me unnecessary to repeat it here. Mr. K. S. Doraswamy Iyer was much agitated that day on account of monetary troubles and was feeling his position keenly as some private creditor was troubling him. When questioned as to what became of the negotiations for the sale of Kumara Park, he said that Mr Sreekanteswara Iyer was negotiating for the sale but could not get a good price and then asked. "Who would buy the house? What is the use of postponing partition? How do you advise me to postpone it?" Sir C. V. Kumaraswamy Sastriyar replied that there was no other go.

Mr. K. S Doraswamy Iyer said that the moment his affairs were settled, he wanted to cut himself off, and would not remain in Bangalore but would settle in Madras. Sir C. V. Kumaraswamy Sastriyar said. "Sell the house and do what you like after effecting the partition" Mr. K. S. Doraswamy Iyer then asked for a draft of a Will, and after ascertaining his intentions Sir C. V. Kumaraswamy Sastriyar prepared Exhibit K and told him that the Will could be executed after he effected a partition. Sir C. V. Kumaraswamy Sastriyar says that he told Mr. K S. Doraswamy Iyer that the Will was to be executed only after partition, and that the draft was not to be acted upon until the partition was effected. It cannot be said that Sir C. V. Kumaraswamy Sastariyar or Mr. K. S. Doraswami Iyer was not aware of the law that a member of Hindu family who was divided in status from the other members could dispose of his share by Will. When he was repeatedly told by Sir C. V. Kumaraswami Sastriyar that he could execute a Will only after effecting a partition, would he not have stated immediately that as he had already become separated from the family in February only by expressly declaring his intention to separate from the family he could execute a Will? Where was the necessity for keeping the fact from the knowledge of his own intimate and personal friend? Why should he state "what is the use of postponing partition? It seems to me that if Mr. K. S. Doraswami Iyer had really considered himself separated from the family he would have been the first to have mentioned the fact to Sir C. V. Kumaraswami Sastryar when he got a draft of the Will prepared by him. His silence is very significant. In August 1917, he did not entertain the idea that he was divided in status from the other members of the family. The evidence of Sir C. V. Kumaraswami Sastriar cuts at the root of the plaintiff's case. The allegation in the plaint that the plaintiff's husband informed Sir C. V. Kumaraswami Sastriyar of the fact that he was

divided in status from the other members of the family is not supported by Sir C. V. Kumaraswami Sastryar and cannot be true: much less the statement that Sir C. V. Kumaraswami Sastriyar himself effected a partition. It seems to me that the plaintiff has no regard for truth. I have already referred to some instances. She says that her husband had told her that Sir C. V. Kumaraswami Sastriyar and Dr. Subramanya Iyer had advised him to get notices issued. But Mr. Subbaraya Iyer's evidence and that of Sir C. V. Kumasasami Sastriyar give the lie to her. Mr. Subbraya Iyer says that Mr. Mani Iyer was a very much vexed when he heard that notices had been issued and would not have anything to do with Mr. K. S. Dorasami Iyer. Is it likely then that he would have advised Mr. K. S. Dorasami Iyer to issue the notices? I have already referred to the evidence of Sir C. V. Kumarswami Sastriyar and he says that he advised Mr. Dorasami Iyer to postpone division till the debts were discharged.

It seems to me therefore that the subsequent conduct, acts and declarations of Mr. K. S. Doraswamy Iyer fully strengthen the view that he was not divided from the other members of the family.

It may also be observed in this connection that admittedly there has been no separation in worship till now. The plaintiff say that all the family idols and the Pooja Vessels belonging to the family since her father-in-law's days are with her. That the plaintiff never entertained the idea that her husband became divided from the other members, till her brother joined her in May 1919 seems to me to be fully borne? out by the evidence on record. In Exhibit XXVI, the 1st defendant objected to her borrowing and she raised no objection. He objected to her disposing of the properties and she is prepared to leave every thing in the 1st defendant's hands (See Exhibit 15). In Exhibit 16, he expressly says that what he was giving was only a maintenance to her, but she raised no objection to his statement about her status in the family. Exhibit 32, shows that he was disposing of the furniture etc. to her knowledge she raised no objection on the basis of her title as owner to one fourth share.

Taking all the above facts into consideration I find on the 3rd issue that the notice sent by the plaintiff's husband through his Attorneys on the 10th February 1917 was not an unequivocal and explicit intention to remain separate from that day and that the same did not create a severance in status among the members of the family.

Though on this finding it becomes unnecessary to give my findings on the other issues, still as the questions were argued at some length, it seems desirable to consider the same. I will first consider the question raised in the second issue, viz., whether an unilateral declaration to remain separate by a single member of a joint and undivided Hindu family could affect the joint status of the members of the Hindu family according to the strict interpretation of Mitakshara School of Hindu law applicable to the parties. This question has been set at rest so far as British India is concerned by the decisions of the Privy Council already referred to. The attention of the Court has not been drawn to any specific clear decision of the Chief Court on the point. The head note in 27 Mysore Chief Court Reports 42 runs thus: "The rule that the institution of a suit for partition of joint family property effects a severance of the joint status is not applicable to a suit instituted on behalf of a minor: for in such a suit it is for the Court to determine whether a decree for partition will be beneficial to the minor." In the view taken by the Chief Court, it became unnecessary for them to decide whether the institution of a suit for partition effects a partition. In their view that rule had no application to a suit filed on behalf of a minor.

The rule of law applicable to cases of separation from the joint Hindu family, which was very clearly and expressly stated in 35 All. 80 and 43 Cal 1031. was not

a new one enunciated for the first time by the Judicial Committee of the Privy Council. Their Lordships themselves: "As early as 1867, shortly after the judgment of the Judicial Committe in Appoovier's case, Mr. Justice Kemp, one of the most eminent Judges of the Calcutta High Court, sitting with Mr. Justice Gloves, in Mussamut Vatoo Koer V. Rawshan Singh a case governed by the Law of the Mitakshara expressed himself thus on the question of separation. "Taking then the admitted facts of the case before us, we find that Sohan did publicly and unequivocally by petition presented in Court declare his intention to become from that date divided in estate. Such an intention amounts to a volid separation, though not immediately perfected by an actual partition of the estate by metes and bounds. The acts and declarations of Sohen Singh showing an unmistakeable intention to hold and enjoy his own estate separately and to renounce all rights upon the share of his coparceners constitute in our Judgment, a complete severace or partition."

In an earlier case of 1865, Trevor and Norman JJ expressed themselves thus, " The parties are not in a position substantially different from that of a joint Hindu family. In such cases a separation may at any time take place at the Will of any member of the joint family. And any act or declaration, showing an unequivocal intention on the part of any shareholder to hold or enjoy his own share separately and to renounce all rights upon the shares of his coparceners constitutes a complete severance or partition. In the Vyavahara Mayukha (Borodaile P. 52, it is said that even when there is no property a partition may be made by a mere declaration. ' I am separate from the.' (See also same work P. 110). (Bulakulal V. Mt. Indenepathi Kon 310 R. 41). These and other subsequent cases are referred to in the Full Bench Case of Sundarajan V. Arunachalam Chetty (29 M. L. J. 816) and it seems unnecessary to refer to them here. It has only to be seen whether the rule of Law enunciated in 43 Cal. 1031 is supported by the texts of Hindu Law. Most of the texts have been considered in the cases already referred to, and I shall only briefly refer to them here. Their Lordships of the P. C. also says. "So far as their Lordships are aware, nowhere in the Mitakshara it is stated that agreement between all the coparceners is essential to the disruption of the joint status or that the severance of rights can only be brought about by the actual division and distribution of the property held jointly."

In Chapter I, S. I, Pl. 4, Vignaneswara defines partition: "Partition (Vibhaga) is the adjustment of a diverse rights regarding the whole by distributing them on particular portion of the aggregate" in that section, he establishes that property is a matter of popular recognition and that sons and the rest acquire property in the estate of their father and grand father by birth. He then commences the next section with the following sentence. "At what time, by whom and how partition may be made will be next considered." "In placitum he mentions the periods of partition. "Under the text" If the father makes a partition &c., when the father desires separation that is one period of partition. Another period, also, is when even when the father is living, but is indifferent to wealth and disinclined to pleasure and when the mother is incapable of bearing issue at such a time, a partition is admissible merely at the option of his sons, even against the wish of the father as is shown by Narada, who Promising Partition subsequent to the demise of both parents by the text "Therefore let the sons divide the wealth equally, when the father is dead" adds "or when the menstruation of the mother has ceased, and the sisters are married, or when the father's sexual desire is extinguished and he has become indifferent to wordly interests." Here the words 'let the sons divide the wealth equally are understood. Gantama likewise, having said. ' After the demise of the father, let the sons divide his estate' states a second period, ' or when the mother is past child bearing,' and a third " while the father lives, if he desire separation. " So even while the mother is capable of bearing more issue, a partition is admissible by the choice of the sons, though the father be unwilling, if he be addicted to vice or afflicted with a lasting disease. As says Sankha' 'partition of inheritance takes place without the father's wish, if he be old, disturbed in intellect or diceased."

Then in section V when he comments on the passage :

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(Land which was acquired by the grand-father a corrody and also chattels in these the ownership of the father and also of the son is the same) : he defines the rights of the father and the son in ancestral property. He expressly states therein that the sons have an indefeasible right in such property and that a partition can take place even against the father's wish. The commentary reads thus :—" Bhuh (land) a rice field or other ground : Nibandha (corrody) i. e. from each bundle of leaves : similarly so many nuts from orchard of areca—as has been defined before (See ackarsdhyuya 8/318) Dravyam chattels i e. gold, silver etc. such as was acquired by the paternal grand father, through acceptance of gifts, or by conquest or other means : in these the ownership of the father and of the son is universally known * Sanskrit ( ) and therefore a partition takes place: for i. e. since, the right is the same, i. e. equal : therefore it is not that partition can be made only by the father's choice ; nor is there a double share for the father. Hence also it is ordained by the preceding text that Allotment of shares shall be by regard to the father's although the right be equal..... Thus while the mother is capable of bearing incre sons and the father retains his worldly desires even when the father does not desire

(SANSKRIT*)

a partition of the grand father's estate does nevertheless take place by the Will of the son. So likewise the grand son has even the right of prohibition, if his unseparated father is making a donation, or a sale of the grand father's property (Sanskrit) .....Manushows that the father however reluctant, must divide with his sons at their pleasure, the effects acquired by the paternal grand father."

Thus far from holding that the consent of all the co-parceners is necessary for a partition Vigneswara expressly states that a father alone can effect a partition even without the consent of the sons, and that a partition can take place by the sons desire even though the father be unwilling. If the father and sons are equally entitled to bring about a partitions without the consent of the other, then it seems to me to follow that any son can equally bring about a partition. Vignneswara bases the right to partition as a logical consequence of co-ownership or equal ownership ( ). (Sanskrit *) If one co-parcener had not the same right to claim a distribution of the ancestral property like the father then there would be one important difference between the ownership of the father and that of the son, for which there is absolutely no justification in the texts which are emphatic and clear in their declaration. It seems to me that these extracts from Mitakshara clearly and directly support the views of their Lordships of the Privy Council. The High Courts in British India have also adopted the above view of Vignaneswara that a father can effect an equal partition of ancestral property without the consent of the sons. (See Kandaswami, Vs. Doraswami Iyer 2 M. 317, Laljut Singh Vs. Rajcoomar Singh 12 Bm. L. R. 373 Munjaya Manuyakaran, Vs. Palaniyandi 31 M & J 147)2

1=69.C.525

2=369.C.507

In Vyavahara Maynkha, Nilakantabhatta deals with this subject under the heading 'Dayavibhaga' or 'partition of Heritage.' The whole passage runs thus in Mandlik. "Now its partition Narada declares it (thus)" where a division of the paternal wealth is instituted by sons, that title of judicature is called by the wise 'Dayabhaga' (partition of heritage. The word 'Putroit' (by sons) is indicative (also) of grand sons &c. The expression Pitryasya (of Paternal Wealth) includes

that of the grand father. The reading adopted by Madana has the very words Pitryadih (of a father and the rest) instead of Pitryasya. This is the definition of Dayabhaga. Even when there is total absence of all property (Sanskrit*) ( ) a partition is effected by the mere declaration 'I am separate from thee! for partition is but a particular condition of the mind, and this declaration is indicative of the same. [I have adopted the translation of Krishna Kamala Bhattacharya for the words ( ) (Sanskrit.) as being more correct than that of Mr. Mandlik see the former's joint Hindu family P 598.] It was argued that the Principle mentioned above by Neelakantabhatta applies only to a case where there is no property : that seems to me to be in correct. The word ( ) (Sanskrit.) has a cumulative meaning ( ) (Sanskrit.) and also one of opposition ( ) (Sanskrit.) In either sense, Neelakantabhatta seems to me to state clearly that partition is only a condition of mind and a declaration of that state of mind is sufficient to bring about a severance. There can be no doubt that if 'api' is taken as meaning (Samchaya), 'also' 'in addition," then the passage would read thus. "When there is property and also when there is a total absence of all property, a partition is effected by the mere declaration &c." It seems to me that the 'Samchaya' sense is the proper one to take in this case: If the author had the other sense in view, he would have used the word ( ) (Sanskrit.) If 'api' is taken as meaning (Virodha) 'though' "even if" then also it seems to me the meaning is not altered. The author first referred to partition with reference to wealth, by quoting Narada, and stated that that was the definition of dayabhage. A doubt naturally arises as to how a division should be effected when there is an absence of all property. He says that it could be effected by the mere declaration, 'I am separate from thee. He then assigns the reason for making this statement, that is, he says partition wherever it is used, i.e., to a case where there is property or to a case where there is no property is but a particular condition of the mind, and this declaration is indicative of the same. (* .) (* Sanskrit.) It seem to me that the rule of law expressed in 35 All. 80 and 43 Cal. 1031 is clearly a Paraphase or Modern rendering of the definition kindly stated in Vyavahara Mayukha.

In Saraswathi Vilasa another work of authority in the Mitakshara School of Law, the subject is dealt with in P. 22 to 44. In Pl. 8. he starts by saying that 'Daya' should be defined as 'Pitrudravya' fit for division, as that would apply to cases of division of wealth and of division of Dharma in support of his definition, he quotes Vishnu, "Paternal property is of two kinds: that which is to be performed." Then he proceeds to consider the nature of what is known as Vivahikagiri, and commences the subject of division in Pl. 22. He does not agree to the definition of Vidhger given in Mitakshara, on the ground that it has no application to the case of division of Dharma i.e, to a case where there is no property and Dharma only has to be divided.

Then comes Pl. 28 : It is to be understood by this, that there is a completion of division by means of an act of the Will alone without any technical form. Just as the creation of an appointed daughter is completed by a mere act of the Will without any technical form."

Pl. 29 and 30 read thus. 29 "In the case of wealthy people however the division of religious duty follows only upon the division of the wealth ; because it is said with reference to Vaiswadeva etc., which are to be performed by divided persons, 'Divided brothers may perform them, but not the undivided in any form.' (30) wherefore among the very poor, the separate performance of religious duties, with the mutual consent of each other or even without it, constitutes a division of religious duty, but amongst the rich, there is a division of property." The author of Saraswathi Vilas does not say expressly whether the mere act of Will of one

member alone is sufficient to bring about a separation in cases where there is property. He says that is sufficient in the case of division of Dharma. In view of his criticism of Vignaneswara's definition, it seems to me that he has tried to show that the definition give in Pl. 22 is the preferable one, viz., Vibhaga means the separation of either the one or the other of the two things wealth and Dharma. By separation of Dharma, he means separate performance. (See also Pl. 34). The author next gives the same periods of partition as in the Mitakshara. I cannot say that he is as specific in his statement as to how a partition is effected, as Neelakantabhatta in his Vyavahara Mayukha, but he has nowhere stated that the consent of all the co-parceners is necessary for a partition. He does not say that a rule different from the one applicable to Dharma Vibhaga Prevails in regard to the partition of wealth.

But Mitra Misra the author of Veeramitrodaya a work of great authority in the Mitakshara School leaves absolutely no doubt in the matter. The passage in his book lends strong and direct support to the rule of law expressed in the Privy Council decisions. He commences Chapter II with the words 'Now are determined the periods, when, and the persons by whom partition may be made,' and follows practically the interpretation given in the Mitakshara, after criticising the views of Jimutavahana to the contrary. Then in Paragraph 23 he says. "Here again, partition at the desire of the sons, whether in the life-time of the father or after his demise, may take place by the choice of a single coparcener, since there is no disinction. Hence what, after premising partition, is said by Katyayana in the text,

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" The wealth of those who have not attained to maturity and likewise of those who are absent in a distant place, shall be deposited free from disbursement, with relatives and friends,—" is also in support of this view, otherwise if partition could not take place without their consent, the declaration of the deposit of their wealth with relatives and friends would be unreasonable. So also Visnu says:—Likewise the wealth of a minor shall be preserved till he attains to majority. "—(See also P. 3, 5).

Authority clearer than this on the Hindu Law texts is unecessary to seek. All these works are of great authority in the Mitakshara School. I have already shown that the statement of Law enunciated in Veeramitrodaya is one that logically follows from the principle of Sloka 121 of Yagnavalkya and Vignaneswara's commentary thereon. All these four authorities seem to me to fully support the view taken in the Privy Council decisions quoted above. My finding on the second issue is therefore in the affirmative.

Issues 4 and 5:—The Learned Counsel for defendants 1 to 5, contended that it was open to a coparcener who declared his unambiguous unequivocal intention to separate himself from the joint family to subsequently revoke the same and that after such revocation, the family would be a joint undivided Hindu family: he however modified the proposition by stating that the revocation should be made so as not to prejudice the rights of other co-parceners (See 49 M. L. J. 55.) He relied on 33 M. L. J. 759, 48 Madras L. J. 83 and 20 L.W. 540, & 11 M. J. A 75 in support of his contention. His argument is that even granting that Exhibit A brought about a division in status, the intention must be held to have been abandoned by Mr. K. S. Doraswami Iyer by reason of his acts and conduct already referred to. It seems to me that the fourth issue was quite unnecessary in this case. The fact that an intention to separate from the joint family was once entertained and was subsequently abandoned does not decide any question of right independently of the question whether there was really a separation or not. What the Court has to consider is whether there was really a division in status or not. In arriving at a conclusion, it has to take all facts into consideration, including among other things, the declaration of intention, if any, and the subsequent acts and conduct of the party. The question depends on the circumstances of each case. But when once it is clearly proved that there was division in status, then the separated member cannot by a new declaration of intention bring about the original joint tenancy except by way of reunion (See 31 M L J 472 the statement of Sreenivasa Iyengar J. M. when once there is a separation, the joint family would cease to exist and an agreement to remain united could only be an agreement to reunite.)

In Girija Bais case, Harihar and Jageswar wrote as early as 14th February 1902 to Dhundiraj intimating their intention to separate themselves from the joint family and asking him to have admission of the family property made by arbitration; matters remained quiescent for the next 6 years and in October 1908 Harihar sent a registered letter reiterated his intention and asked for admission. Harihar not satisfied with the reply brought the suit. Their Lordships did not consider that the first letter brought about a division in status. Their Lordships observe. "All his acts subsequent to the registered notice evince a fixed determination to sever himself from the joint family ... ... Nothing could be more unequivocal or more clearly expressed than the conduct of Harihar in indicating his intention to separate himself and enjoy his share in severally by the notice of the 1st October 1908. Coupled with this suit and that these acts amounted to a separation with all its legal consequences."

It was held by their Lordships in Mr. Parbuts Vs. Chowdri Lalsingh (31 All 412) that in deciding upon the issue whether there was partition or not, it was not enough to consider whether each document taken by itself was sufficient to rebut the prima facie presumption that a Hindu family continued to be joint but it was necessary to take into account the enumlative effect of all the documents. As early as 1873, their Lordships held that in cases of division of joint property, not carried out by a partition by metes and bounds, the question whether the status of the family had been thereby altered was a question of intention of the parties to be inferred from the instruments which they had executed and the acts which they had done to effect such division. In Kedar Nath V. Ratan Singh (32 All. 415), Ratan Sing filed a suit for partition against his brother, but withdrew the claim, and remained joint with Gayadin till the latter's death. There was no evidence of any real partition between the brothers. Their Lordships have followed that decision in Palani Ammal V. Muthu Venkatachala (48 M. L J 83). They say: "The fact that any member of a joint family has separated himself from his coparceners may be proved by his suing for a partition of the joint family property and if the suit is decreed the date of his severance from the joint family Will, if nothing else is proved, be treated as the date when the suit was instituted. In Kedar Nath V. Ratan Singh a member of a joint Hindu family had filed a Plaint claiming a partition but afterwards had withdrawn it and the Board held that no severance of the joint status resulted. Their Lordships see no reason to depart from that view, although such a plaint, even if withdrawn would, unless explained,

afford evidence that an intention to separate had been entertained." Their Lordships agreed with the Judges of the High Court in their conclusions as to facts, but do not adopt their statement of Law. The Principles of Law so far as the present question is concerned are stated above in very careful language.

5 In regard to the question of reunion, the defendants' case is that the acts and conduct of Mr. K. S. Doraswamy Iyer brought about the state of reunion. The acts and conduct referred to, are obsiously the same as those dealt with in discussing the evidence in regard to the 3rd issue. The remarks I have made in regard to the 4th issue apply equally to the present case, and I find that the 10 issue was unnecessary. Granting however for the sake of argument that Exhibit A brought about a severance in status, the burden of proving that there was a subsequent reunion lay heavily on the defendants 1 to 5 who set up the plea. 'If two or more parceners after partition agree to annul the partition and to live together jointly as before, and make a junction of their property with the stipulation 15 based on affection, that what is mine, is thine and what is thine is mine, then they are called re-united and their status re-union." (Srikar Sastry P. 443). The 1st defendant never admitted that there was a partition before he could annul it, and make a stipulation. The 1st defendant has nowhere stated in his evidence that he re-united with Mr. K. S. Doraswamy Iyer. He never inteneded to re-unite as in 20 his view there was no necessity for it: there was no partition at all according to him. Further the Original Parties to the partition according to the Plaintiffs' view were Mr. K. S. Doraswamy Iyer, the 1st defendant, Mr. K. S. Krishna Iyer and the 6th defendant's husband. The acts and conduct refer to the period subsequent to the death of Mr Krishna Iyer. The defendants 2 to 5 were admittedly not 25 parties to that partition, and a reunion in estate property so called can only take place between persons who were parties to the original partition. (See Baldrix V. Rukma Bai 30 Cal. 725 at 754) A reunion to which a minor is a party is invalid in as much as he is in capable of giving a valid consent thereto. (See 15 Mys. Chief Court C. R. 96 and 30 Cal. 725 at 734). Their Lordships say. "It is 30 difficult also to see how an agreement for the purpose could have been made by or on behalf of the appellant during his minority." It seems to me that in their view a guardian cannot affect his status by such a consent. There is no allegation that the 1st defendant gave his consent on behalf of the minor defendants, and no authority is cited to show that such a consent, even if really given, would validly 35 effect their status and be binding on them. In view however to the opinion, I have already stated in regard to the acts and conduct; I consider it unnecessary to give any findings on issues 4 and 5

The next important question for consideration is about the sale of Kumara Park. The Plaintiff herself admits that the family was heavily indebted even in 40 the life time of Sir K. Seshadri Iyer, her husband felt that the debts had increased, that the house had been mortgaged to Messrs Arcot Narayanaswami Mudaliar and Sons and that that debt and the debt due to Messrs Tawker & Sons were subsisting at the time of her husband's death. The evidence of her witness Sir C. V. Kumaraswami Sastriyar also leaves no doubt in the matter: he says: "I have no correct 45 idea of the family debts. They must over 4 lakhs apart from the private debts. Kumara Park was mortgaged with Narayanaswami Mudaliar and after Narayanaswami Mudaliar's death, his heirs were pressing for payment. Doraswami Iyer told me that there was some arbitration about his estate and that his heirs were pressing for 50 payment. He told me that no private purchaser would buy Kumara Park for an adequate price he said he was negotiating for the sale of Kumara Park to the Government." The 1st defendant also swears that the family was indebted to the extent of 4 or 5 lakhs at the time of Mr. K. S. Doraswami Iyer's death, that except Kumara Park there was no other property to which he could have looked for the 55 discharge of the debts. Even 4 lakhs did not suffice for their full discharge, and the plaintiff was kept informed of everything. Mr. C. Sreekanteswara Iyer also corroborates him. Mr. Raghavachar the Agent and Receiver of Arcot Narayanaswami Mudaliar and Sons says that more than 3 lakhs were due from Sir K. Seshadri Iyer's family to the firm and that he demanded payment of Mr. K S. Doraswami 60 Iyer on one or two occasions; the 1st defendant and Mr. C. Sreekanteswara Iyer

tried to bring down the claim. Eventually the firm agreed to take 2 lakhs and 45 thousand rupees in full satisfaction of their claim (Vide Exhibit 78) and the same was paid to Mr. Raghavachar and he passed the receipt Exhibit 71. Sir C. V. Kumaraswami Sastriyar's evidence also shows that Mr. K. S. Doraswami Iyer owed money to a man in Salem who was troubling him. Exhibit 59(a) was sent by the 1st defendant to Mr. K. S. Dorasami Iyer in reply to his letter Exhibit 58 asking for a complete list of debts about a month and a half before the latter's death. The existence of these debts was not questioned by Mr. Dorasami Iyer and there is ample evidence to show that the family was indebted to the Extent of nearly 5 to 6 lakhs. The correct amount of debts due to Messrs T.R. Tawker & Sons is not mentioned in Exhibit 59 (a), but Exhibit EE 33 shows the liability of the family in February 1919. Mr. K. S. Dorasami Iyer himself was negotiating for the sale of Kumara Park in order to discharge these debts, and the 1st defendant completed the negotiations after keeping the plaintiff fully informed of the same. He swears that he discharged most of the debts out of the four lakhs paid by Government and that major portion of the sum went in discharge of the family debts. His statements were not questioned, and he had complete receipts for all payments made by him and offered them in Court. I have therefore no hesitation in holding that Kumara Park was sold for family necessities and that the sale is binding on the plaintiff. The plaintiff admits that Item 6 of schedule A belonged to Mr. C. Sreekanteswara Iyer but says that she heard that the 1st defendant purchased it. There is no proof for the purchase. Mr. C. Sreekanteswara Iyer says that the bungalow is his and the 1st defendant also says that it belongs to Mr. C. Sreekanteswara Iyer, that it never belonged to the family and that it is not at all the house of the family. I find that Item 6 of schedule A is not joint family property of the plaintiff's husband and his brothers.

Items (B. C. D and E) of schedule C belong admittedly to the family but the 1st defendant says that his paternal uncle's daughter's sons are being allowed to enjoy them. The plaintiff also admits that Sir K. Seshadri Iyer's brother's descendants are enjoying the income from the time of her father-in-law. I must find that they are joint family properties.

The immoveable properties described in schedules C and D are out side the state and the quesiion is whether this Court has jurisdiction to entertain this action in respect of those properties. It is a well established principle that the Court that can pass an effective decree in regard to the possession of immoveable property is the Court in whose jurisdiction it is situated. Dicey states the principal thus :—' The sovereign of a country, acting through the Courts thereof has jurisdiction over (i.e. has a right to adjudicate upon) any matter with regard to which he can give an effective Judgment, and has no jurisdiction over (i.e. has no right to adjudicate upon) any matter with regard to which he cannot give an effective Judgment "at Page 223, he states the rule that subject to certain exceptions a Court has no Jurisdiction to entertain an action for the determination of the title to, or the right to possession of any foreign land, or for the recovery of damages for tresspass to such land. The first illustration he gives in support of the rule is this. "A brings an action to obtain possession of land in Canada. The Court has no jurisdiction." The exceptional cases are thus summarised in Westlake: " A Proprietor of foreign immoveables or person interested in such, may be compelled by the English Court of it has personal Jurisdiction over him, to dispose of his property or interest in them so as to give effect to any obligation relating to them which arises from, or as from his own contract or tort. (See Page 225 7th Edition) At Page 227 Westlake expressly says that an action will not lie in England for the partition of foreign land, or for a declaration of the title to foreign lands or of their right to their possession.

The Principles are clearly stated by Parker J, in Deschams Vs. Miller 1 Ch. 856 (1908) and may be quoted here. "In my opinion the general rule is that the

Court will not adjudicate on question relating to the title to or the right to the possession of immoveable property out of the Jurisdiction. There are no doubt exceptions to the rule but, without attempting to give an exhaustive statement of those exception, I think it will be found that they all depend on the existence between the parties to the suit for some personal obligation arising out of contract or implied contract, fiduciary relationship or fraud, or other conduct which, in the view of a Court of equity in this country, would be unconsciousable and do not depend for their existence on the law of the locus of the immoveable property. Thus in cases of trusts, specific performance of contracts preclosure or redemption of mortgages, or in the case of land obtained by the defendant by fraud, or other such unconsciousable conduct as I have referred to the Court may very well assume jurisdiction. But were there is no contract, no fiduciary relationship, and no fraud or other unconsciousable conduct giving rise to a personal obligation between the parties and the whole question is whether or not according to the law of the locus the claim of title set up by one party would be preferred to the claim of, another party, I do not think the Court ought to entertain Jurisdiction to decide the matter." I find the following note in Mulla's Civil Procedure Code Under Section 16. "The Court of equity in England (now the chancery division of the Hight Court of justice) has Jurisdiction to entertain suits (suits in cl (a), (b) and (c) of the present section being entirely execluded) respecting immoveable property though the property may be situate abroad, if the relief sought can be obtained through the personal obedience of the defendant." These Principles have been followed in 23 B 22 and 33 Bombay 373.

Following these Principles, I must find that this Court has no jurisdiction over the immoveable properties outside the state.

The same principles do not seem to be applicable in regard to moveables i.e., the shares in the limited liability Co.

Then the plaintiff admits that she was aware that the 1st defendant was negotiating for the sale of Kumara Park to Government, but that she did not know when it was sold to Government or for how much. She says that the 1st defendant never gave her these particulars. Her evidence on this point does not seem worth of belief. Her evidence as to when she learnt of the sale is very contradictory, and her explanation as to why she removed to Ramavilla, and whether it was not due to the sale, cannot bear the slightest scrutiny. Her brother's son-in-law Raju, who was with her at the time, and who had been cited by herself as one of her witnesses gives the lie completely to her and says that the plaintifis knew all about the negotiations and the sale, and the time given for vacating. Exhibit XXVIII support him and he swears that it was written by him under the plaintiff's instructions. He says also that Exhibit 65 was received by him and he explained the same to the plaintiff. The 1st defendant also says that he mentioned all the negotiations to her. Exhibit 64 written to Mr. Mahadeva Iyer at about the time corroborates his statement. I have no doubt therefore that she acquiesced in the sale after full knowledge of all particulars. But, granting that she had as the widow of a divided member of a Hindu family one-fourth share in the property, and was aware of the sale, I fail to see how she is estopped from setting up her title now. The 7th defendant does not allege that he was induced to purchase Kumara Park in reliance upon some representations, act or omission of the plaintiff. Her standing by or remaining silent must have been the real cause for the Government to purchase Kumara Park if she has to be stopped. Mere knowledge on her part that Government was about to buy from the defendants 1 to 5 did not impose any duty on her to seek out Government and advise them as to facts. If the negotiations had taken place in her presence, probably the case would have been different. In this connection reference may be made to the observation made in Joychandra Banerjee V. Sreenath Chatterjee 32 Cal. 357. The Judges observe that S. 115 of the Indian Evidence Act does not apply to a case in which a belief has not been initially caused but when otherwise caused has been only allowed to continue by

reason of any omission on the part of the person against whom the estoppel is sought to be raised. "It cannot be doubted that there may be cases in which there is deception by omission but silence may be treated as deception only when there is a duty to speak in other words as Bigelow points out a duty to speak which is the ground of arises whereever and only where silence can be considered as having an active property, that of misleading To take one illustration: the silence of A in the presence of B and C who are negotiating in regard to a sale of property from B to C estops A from claiming the property as against C; upon the conclusion of the sale but knowledge by an owner of property that some one is about to buy it from a third person does not impose upon the owner a duty to seek out the purchaser and advise him of the facts. 'The essence of the matter appears to be that in the one case silence may be treated as a true cause of the change of position in the other case it cannot be so considered." I find that the plaintiff is not estoped from asserting her title.

The 6th defendant's husband is one of the executants of Exhibit 63 the sale-deed in favour of Government, and it is specifically and expressly stated therein that he and defendonts 1 to 5 are co-parceners of a joint Hindu family. In the face of that clear admission, it seems to me that the contentions put forward in her written statement are absolutely untenable.

In regard to the additional issue, it seems to me that a father in a Hindu family sufficiently represents his sons in a family partition, and that when there is no negligence or fraud, the sons must be held to be bound by their father's acts. When a father can represent them in a family partition, there is no reason why a notice to a father should not be held sufficient so far as his sons are concerned. In 54 I C 146. Abdur Rahim J held that a notice to a Manager is sufficient on the same reason, a notice to a father must be held sufficient so far as his sons are concerned.

No findings are necessary in regard to the other issues.

In the result, as I find that Mr. K. S. Doraswami Iyer was not divided from his brothers and nephews at the time of his death, the plaintiff has no cause of action: the suit is accordingly dismissed with costs.

The 6th defendant will get no costs.

(Sd.) G. Sreenivasa Iyer,
District Judge.

4—1—1926.

"True Copy."

IN THE COURT OF THE DISTRICT JUDGE,
BANGALORE DIVISION.

Original Suit No. 11 of 1921—22.

Plaintiff.—Mrs. Meenakshiammal.
Vs.
Defendant.—K. S. Ramasami Iyer and 6 others.

PLAINTIFF EXAMINED THE FOLLOWING WITNESSES:—
ON COMMISSION AT MADRAS.

(1) K. I. Subramaniah Iyer.
(2) E. R. Subbaraya Iyer.
(3) Sir C. V. Kumarasami Sastriar.

ON COMMISSION AT BANGALORE.

(1) Meenakshiammal,

IN COURT.

(1) Mr. R. Shama Iyengar.
(2) Ayyasami Iyer.

DEFENDANTS 1 TO 5 EXAMINED THE FOLLOWING WITNESSES :—

ON COMMISSION AT MADRAS.

1. Sir C. P. Ramaswami Iyer.

IN COURT.

(1) Mr. Narasimha Iyengar.
(2) K. S. Ramasami Iyengar.
(3) Mr. Justice C. S. Dorasami Iyer.
(4) Mr. C. Srikanteswara Iyer.
(5) Mr. D. Raghavachar.
(6) Mr. M. Rangaswami Iyengar.
(7) Mr. Krishna Iyengar.

SEVENTH DEFENDANT EXAMINED THE FOLLOWING WITNESS :—

(1) S. Krishna Murthy.

(Intd.) G. S.
District Judge

" True Copy.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

O. S. No. 11 of 1921—22.

Plaintiff.—Mrs. Meenakshiammal.
Vs.
Defendants.— K. S. Ramasami Iyer and 6 others.

LIST OF DOCUMENTS ADMITTED IN EVIDENCE FOR THE PLAINTIFF.

Distinguishing Letter or Number.	Description of Documents.	Date of Admission.	Remarks.
1	2	3	4
Exhibits A	Notice, dated 10—2—17 of Brightwell and Morsby to the first defendant	16—2—24	...

Distinguishing Letter or Number.	Description of Document.	Date of Admission	Remarks.
1	2	3	4
Exhibit B	Notice, doted 10—2—17 of Brightwell & Morsby to Mr. Krishna Iyer	16—2—25	....
,, C	Notice, dated 6—3—17 of Brightwell & Morsby to Mr. Krishna Iyer....	do	....
,, D	Letter, dated 15—5—17 of Brightwell & Morsby to Mr. C. P. Ramaswamy Iyer	do	....
,, E	Mr. Krishna Iyer's letter dated 19—2—17 to Messrs. Brightwell and Morsby	do	....
,, F	Mr. C. P. Ramaswamy Iyer's letter, dated 11—4—17 to Messrs. Brightwell and Morsby	do	....
,, G	Postal acknowledgment of S.K. Seshadri for K. Venkatarama Iyer ...	do	....
,, H to H3	Letters of Mr. Kumaraswamy Sastry to Mr. K. S. Dorasami Iyer	do	....
,, J	Mr. K. S. Dorasami Iyer's letter dated 30—8—1917	do	....
,, K	Will of Mr. K. S. Doraswamy Iyer filed with the plaint	do	....
,, L	Diary of Mr. K. S. Dorasami Iyer	22—5—25	....
,, L & L2	Entries in the above Diary, dated 10—2—17 and 4—8—17	do	....
,, M	Copy of Privy Council Ruling (L. L. R. Calcutta. 43 Page 1031)	29—5—25	....
,, N	Plaintiff's letter, dated 21—7—19 to the 1st defendant	1—6—25	....
,, O	Platintiff's another letter dated 11—8—19 to 1st defendant	do	...
,, P	Plaintiff's another letter dated 4—9—19 to 1st defendant ...	do	....
,, Q	Plaintiff's another letter dated 1—9—20 to 1st defendant	do	....
,, R	Letter, dated 8—3—17 purported to have been written by deceased Mr. K. S. Doraswamy Iyer to E. R. Subbaraya Iyer	do	....

Distinguishing Letter or Number.	Description of Document.	Date of admission	Remarks.
1	2	3	4
Exhibit S	Accounts (3 Sheets) from 1—7—12 to 30—4—17 in the writing of deceased Mr. Dorasami Iyer and Mr. R. Shama Iyengar	1—6—25	..
,, T	Accounts (4 Sheets) admitted by 1st defendant	do	..
,, U	Certified Copy of the sale-deed of Kumara Park (marked before the Bangalore Commissioner	do	...
,, V & V1	Invitations issued to witness Krishna Iyer's father by Mr. Krishnier	do	...
,, W	Compilation of income and expenditure by Mr. Byshankar	14—11—25	..
,, X.	List of accounts prepared by 1st defendant at the instance of Mr. Srikanteswara Iyer	14—11—25	....
,, Y.	Telegram dated 2—12—16 to "Tamil" Bombay from Mr. Doraswami Iyer	do	....
,, Z.	Copy of 1st defendant's telegram in reply to Exhibit Y.	16—11—25	....
,, A. A.	Telegram dated 30—8—1917 to the 1st defendant	do	....
,, B.B.	Reply Telegram of the 1st defendant to the above (Act)	do	....
,, C.C.	Compilations by 1st defendant produced by plaintiff's Advocate ...	do	...
,, D.D.	Accounts relating to C. Nanjappa	do	....
,, E.E.	Statement of account of Tawker and Sons	18—11—25	....
,, F.F.	Mr. K. S. Doraswami Iyer's letter dated 21—3—17 to Mr. Nanjappa	do	....
,, GG	Letter of 1st defendant to Mr. K.S. Dorasami Iyer	do	....
,, HH	Letter of Mr. Srikanteswara Iyer to Mr. K.S. Dorasami Iyer	19—11—25	....
,, JJ	Letter (copy) dated 9—8—1911 of Mr. K.S. Doraswami Iyer to Mr. Srikanteswara Iyer	do	....

Distinguishing Letter or Number.	Description of Document.	Date of Admission.	Remarks.
1	2	3	4
Exhibit KK	Letter dated 11—8—11 of Mr. Srikanteswara Iyer to Mr. K. S. Doraswami Iyer	19—11—25	....
,, LL	Letter dated 18—10—11 of Mr. Viswanatha to Mr. K. S. Doraswami Iyer	do	....
,, LL 1	Letter dated 3—1—12 of Mr. Viswanatha to Mr. K.S. Doraswami Iyer	do	....
,, LL 2	Letter, dated 4—1—12 of Mr. Viswanatha to Mr. K.S. Doraswami Iyer.	do	...
,, MM	Letter, dated 4—1—12 of Mr. K.S. Doraswami Iyer to Mr. Srikanteswara Iyer	do	....
,, NN	Mr. Srikanteswara Iyer's letter to Mr. K.S. Doraswami Iyer ...	do	—
,, OO	Letter, dated 28—12—16 of Mr. Srikanteswara Iyer to Mr. K. S. Doraswami Iyer ...	do	....
,, PP	Letter dated 1—1—17 of Mr. Srikanteswara Iyer to Mr. K. S. Doraswami Iyer	do	....
,, QQ	Letter, dated 31—8—17 of Mr. K. S. Doraswami Iyer to Mr. Srikanteswara Iyer	do	....
,, RR	Letter, dated 3—3—1917 of Mr. Srikanteswara Iyer to Mr. K. S. Doraswami Iyer	do	....

(Intd.) G. S.
District Judge.

"True Copy"

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IN THE COURT OF THE DISTRICT JUDGE,
BANGALORE DIVISION.

Original Suit No. 11 of 1921—1922.

Plaintiff :—Mrs. Meenakshi Ammal.

Vs.

Defendants :—K. S. Ramaswami Iyer and 6 others.

LIST OF DOCUMENTS ADMITTED IN EVIDENCE FOR DEFENDANTS.

Distinguishing Letter or Number.	Description of Documents.	Date of Admission.	Remarks.
1	2	3	4
Exhibit I	Letter dated 20—9—21 of Mr. Kumaraswami Sastry to the 1st defendant ...	22—5—25	....
,, I(a)	Cover to the above ...	do	...
,, II	Letter, dated 12—8—18 of Mr. Kumaraswamy Sastry to the 1st defendant ...	do	....
,, III	Letter, dated 26—8—18 of Mr. Kumaraswami Sastry to the 1st defendant	do	...
,, IV	Letter, dated 12—12—18 of Mr. Kumaraswami Sastry to the 1st defendant	do	...
,, V	Diary, entry of 11—6—17	1—6—25	....
,, VI	Do 31—7—17	do	....
,, VII	Letter, dated 16—1—17 of Mr. K. S. Doraswamy Iyer to Mr. Srikanteswara Iyer	do	....
,, VIII	Diary entry of 7—8—17 ...	do	....
,, IX & X	Portions in Exhibit "Q" ...	do	...
,, XI	Portion in P	do	....
,, XII	Letter, dated 13—9—20 of Mr. Mahadeva Iyer to Plaintiff	3—6—25	....
,, XII(a) & XII(b)	Portions in the above ...	do	....
,, XIII	Letter dated 11-9-17 of Mr. Shama Iyengar to 1st defendant ...	10 6—25	....
,, XIV	Letter, dated 1—2—18 of Venkataraman	13—6—25	...
,, XV	Letter, dated 19—2—18 of Venkataraman	do	....
,, XVI	Letter, dated 28—2—18 of 1st defendant to Venkataraman	do	...
,, XVII	Letter, dated 27—2—20 of plaintiff to 1st defendant	do	...

Distinguishing Letter or Number.	Description of Document.	Date of Admission	Remarks.
1	2	3	4
Exhibits XVIII to XXII	Entries in Mr. K. S. Dorasami Iyer's Diary (Exhibit L)	13—6—25	....
,, XXIII	Letter, dated 28—7—17 of Mr. K. S. Doraswamy Iyer to 1st defendant	do	...
,, XXIV	Letter, dated 6—2—08 of Mr. K. S. Doraswamy Iyer to Mr. Viswanatha Iyer	13—6—25	....
,, XXV	Notice, dated 18-4-21 of Mr. Sankaranarayana Rao to 1st defendant	14—6—25	....
,, XXVI	Letter, dated 12—2—08 of 1st defendant to Venkataraman	21—6—25	....
,, XXVII	Letter, dated 23-3-18 of Venkataraman to 1st defendant ...	do	...
,, XXVIII	Letter, dated 5—2—18 of Krishna Murthi to 1st defendant	do	...
,, XXIX to XXXI	Entries in Mr, K. S. Doraswamy Iyer's Dairy (Exhibit L)	do	....
,, XXXII.	Letter, dated 11—2—19 of 1st defendant to Venkataraman	do	....
,, XXXIII	List of furniture of Kumara Park....	do	....
,, XXXIV	Letter, dated 10—5—21 of Chief Secretary to Mysore Government to Mr. Shankaranarayana Rao ...	do	....
,, XXXV	Sale-deed of Mysore sites, etc., to the Government of Mysore	do	....
,, XXXVI	Mortgae bond in favour of Messrs. Arcot Narainsami Moodaliar and Co., with endorsment of Discharge	do	....
,, XXXVII	File Register of 1907-08 of Secretariat entries re Mr. K. S. Dorasami Iyer's Casual Leave S. Nos. 13, 14 and 15	12—11—25	...
,, XXXVIII	File Register of 1916-17 of Secretariat entries re Mr. K. S. Dorasami Iyer's Casual Leave S. Nos. 13, to 18	do	....
,, XXXIX	Application of Mr. K. S. Dorasami Iyer, dated 12—9—17 for leave	do	....
,, XXXIXa	Government Order Sanctioning the above previlage leave	do	....

Distinguishing Letter or Number.	Description of Document.	Date of admission	Remarks.
1	2	3	4
Exhibits XL.	Copy of Government Letter to the District Registrar, Bangalore, sent to Mr. Dorasami Iyer	12—11—25	...
,, XLI	Copy of Power of Attorney given by Ammalamma and Dorasami Iyer in favour of 1st defendant	do	....
,, XLII	Letter, dated 28—9—13 from Mr. Dorasami Iyer to Mr. Srikanteswara Iyer	do	....
,, XLIII	Plaint in Mangeri Munsiff's Court	do	....
,, XLIV	Compromise Petition in Mangeri Munsiff's Court	do	....
,, XLV	Affidavit filed with the above in the said Court	do	....
,, XLVI	Letter, dated 14—9—14 of Mr. Dorasami Iyer to 1st defendant	do	...
,, XLVII	Copy of Order in Mis. application No. 1004 of 1916 on the file of the District Munsiff's Court Mangeri	do	...
,, XLVIII	Copy of the Plaint in Original Suit No. 34 of 1917 on the file of the Sub-Judge, South Malbar Calicut	do	....
,, XLIX	Discharged Pro-Note, dated 18—11—13 for Rs. 3,000	do	....
,, L.	Letter, dated 18—4—17 from Mr. K. S. Dorasami Iyer to 1st defendant	do	...
,, LI	Copy of Judgment in Original Suit No. 132 of 1912. On the file of the District Munsiff's Mangeri	do	....
,, LII	Copy of Plaint in Original Suit No. 663 of 1917. on the file of the District Munsiff Mangeri	do	....
,, LIII	Letter, dated 5—6—12 of Mr. K. S. Dorasami Iyer to 1st defendant	13—11—25	....
,, LIV	Letter, dated 11—10—12 from Mr. Byshankar to Mr. Dorasami Iyer	do	....
,, LV	Letter, dated 16—6—14 from Mr. Dorasami Iyer to 1st defendant	do	....
,, LVI	Notes of 6 sheets prepared by 1st defendant and touched by Mr. K. S. Dorasami Iyer	do	....

Distinguishing Letter or Number.	Description of Documents.	Date of Admission.	Remarks.
1	2	3	4
Exhibit LVII	Carbon copy of letter dated 28-7-17 to Mr. Dorasami Iyer ...	13—11—25	...
,, LVIII	Letter, dated 3—8—17 of Mr. K. S. Doraswami Iyer to 1st defendant	do	...
,, LIX	Letter, dated 6—8—17 of 1st defendant to Mr. Doraswami Iyer	do	....
,, LIX(a)	Dr. Achutha Rao's letter, dated 10—9—17 to 1st defendant ...	do	—
,, LX(a)	Another letter of his dated 13—9—17	do	....
,, LXI	Telegram dated 16—9—1917 of Mr. Srikantaeswara Iyer to 1st defendant	do	...
,, LXII	Letter, dated 27—9—20 of the 1st defendant to Mr. Mahadeva Iyer ...	do	....
,, LXIII	Sale-deed dated 21—11—18 of Kumara Park	do	....
,, LXIV	Letter, dated, 29—7—18 of the 1st defendant to Mr. Mahadeva Iyer	14—11—25	....
,, LXV	Letter, dated 4—2—19 of 1st defendant to Mr. Raju Iyer	do	—
,, LXV(a)	Letter, dated 5—2—19 of 1st defendant to Mr. Raju Iyer	do	....
,, LXVI	1st defendant's reply dated 16—5—21 to Mr. Sankaranarayana Rao ...	do	....
Exhibit LXVI(a)	Reply of defendants 2 to 5 to Mr. Shankaranarayana Rao	14—11—25	—
,, LXVII and LXVII(a)	Services of Messrs K.S. Doraswami Iyer and Krishna Iyer in History of Services	do	...
,, LXVIII	Services of Messrs K.S. Doraswami Iyer and Krishna Iyer in History of Services No. 91 dated 26—11—18 of the Bangalore Division Executive Engineer to 1st defendant ...	do	....
,, LXIX	Reply of the 1st defendant to LXVIII	do	....
,, LXX	Letter, dated 21—2—19 of the 1st defendant to Chief Engineer and Secretary to Government P.W.D....	do	....
,, LXXI	Receipt of Messrs. A. Narayanasami Moodr's Agent Mr. Raghavachar dated 21—11—18 for Rs 2,45,000.	do	....

Distinguishing Letter or Number.	Description of Document.	Date of Admission.	Remarks.
1	2	3	4
,, LXXII	Assistant Engineer's letter to the 1st defendant	18—11—25	—
,, LXXIII	Confidential note dated 3—9—17 of Mr. Srikanteswara Iyer	19—11—25	....
,, LXXIV to LXXVII	Letters, of Mr. Srikanteswara Iyer to 1st defendant re. Mr. K.S. Doraswami Iyer's health ...	do	—
,, LXXVIII	Letter, dated 16—11—18 of Mr. Raghavachar to 1st defendant ...	do	...
,, LXXIX	Letter, dated 13—4—15 of witness Mr. Rangaswami Iyengar to 1st defendant ...	20—11—25	...
,, LXXX	Invitation issued by Mr. Viswanatha Iyer to one Lakshmana Iyer produced by D.W.7. —	do	...

(Intd.) G. S.
District Judge.

"True Copy"

DECREE.

ORDER 20 RULES 6 AND 7 CIVIL PROCEDURE CODE.

Form No. 15. (Civil).

IN THE COURT OF THE DISTRICT JUDGE BANGALORE DIVISION.

Original Suit No. 11 of 1921—22.

Present :—G. Srinivasa Iyer Esquire B. A., M. L., District Judge.

Plaintiff :—Mrs. Meenakshiammal wife of late Mr. K. S. Doraswamy Iyer, residing at Rama Villa, High Ground, Bangalore City.

Vs.

Defendants :—1. K. S. Ramaswami Iyer son of Sir K. Seshadri Iyer residing at Kumara Cot, High Grounds, Bangalore and also at Aurangabad Mill Buildings, Band Stand, Fort Bombay.

2. K. K. Seshadri Iyer.
3. K. K. Subramanya Iyer.
4. K. K. Doraswamy Iyer.
5. K. K. Thyagaraju Iyer. Defendants 2 to 5 sons of K. S. Krishna Iyer of whom No. 5 minor by guardian the 1st defendant, all residing at Kumara Cot, High Grounds Bangalore City.
6. Muthulakshmi Ammal, wife of late K. V. Venkataramna Iyer, minor by Court guardian Mr. A. Ramachandra Naidu, Sheristadar District Court Bangalore.
7. The Dewan of Mysore, Bangalore.

SUIT FOR :—

(1) partition and delivery to the plaintiff of her one fourth share in all the immoveable properties described in the plaint schedules and such other immoveable properties as may be disclosed in the course of the proceedings

(2) delivery of 135 shares out of the shares owned by the family in the Aurangabad Mills, Limited

(3) recovery of Rupees 20,0000 being the amounts of mesne-profits and dividends realised by defendants 1 to 6 during the 3 years preceding the suit

(4) recovery of one lakh of rupees being her share out of the consideration paid to defendants 1 to 6 by the 7th defendant in the event of the Court holding that the plaintiff is not entitled to get one-fourth share out of the premises known as 'Kumara Park' and

(5) mesne profits arising from her share of the immoveable and moveable properties from date of suit till delivery of possession.

This suit coming on this day for final disposal before G. Srinivasa Iyer Esquire B. A., M. L., District Judge in the presence of Mr. K. Sankaranarayana Rao, Advocate for the plaintiff and of Mr. A. R. Nageswara Iyer, Advocate for defendants I to 5 of Mr. M. Ramaswami, Advocate for the 6th defendant and Messrs. D. Shama Rao and M. Ramachandra Rao, Advocates for the 7th defendant.

It is ordered and decreed that the plaintiff's suit be and the same hereby is dismissed with costs except those of the 6th defendant.

And it is further ordered and decreed that the plaintiff do pay to defendants 1 to 5 and to the 7th defendant respectively the sum of rupees (Rs. 1217-11-0) one thousand two hundred and seventeen and annas eleven only and Rupees (1009-12-0) one thousand and nine and annas twelve only being the amount of costs incurred by them in this suit, as by memorandum annexed with interest thereon at six per cent per annum from this date unto the date of realisation.

Given under my hand and the seal of the Court this 4th day of January 1926.

(Sd.) G. Srinivasa Iyer,
Districtrict Judge.

MEMORANDUM OF COSTS INCURRED IN THIS SUIT.

	By Plaintiff			By Defendants 1 to 5			By the 7th Defendant		
	Rs.	A	P.	Rs.	A.	P.	Rs.	A.	P.
Court fee on plaint	3000	0	0	0	0	0	0	0	0
,, Application	5	8	0	7	0	0	1	8	0
,, Vakalat	0	8	0	0	8	0	0	8	0
,, Exhibits	0	0	0	9	8	0	0	0	0
Service of processes	25	0	0	7	0	0	1	12	0
Postal registration and M. O. charges	10	8	0	9	6	0	0	0	0
Subsistence for witnesses	149	0	0	58	0	0	6	0	0
Commissioner's fee.	400	0	0	120	0	0	0	0	0
Costs of adjournment	0	0	0	0	0	0	0	0	0
Guardian's fee	500	0	0	0	0	0	0	0	0
Fees for copying etc., etc.,	0	0	0	6	5	0	0	0	0
Pleader's fee	1,000	0	0	1,000	0	0	1,000	0	0
Total Rs.	5,090	8	0	1,217	11	0	1,009	12	0

(Sd.) G. Sreenivasa Iyer,
District Judge.

Schedule Attached.

SCHEDULE A.

Schedule of the properties to be partitioned.

Properties situated in Bangalore.	Value for purposes of Court fee of the entire property.	Value of plaintiffs ¼ share therein.
	Rs. A. P.	Rs. A. P.
1. The Bungalow, Buildings, out houses etc., with the garden and grounds known as Kumara Park situated in Seshadripuram, High Ground Bangalore, about 98 acres in extent bearing Municipal No. 1—9 and bounded on the North by Mr. B. L. Rice's Bangalow East by the Golf Road. South by the Bungalow known as Kumar Cot. West by the Dharamambudi feeder channel.	4,00,000–0–0	1,00,000–0–0
2. The Bungalow with Buildings and out houses with its garden and grounds known as Kumara Cot situated in Crescent Road High Grounds, Bangalore, bearing Municipal No. 10 and bounded on the North by the garden forming part of Kumara Park East by Public Road South by Mr. V. P. Madhava Rao's garden forming part of his Bungalow known as Patan Bhavan West by M.S.M. Broad Gauge Railway Line and Patan Bhavan Compound.	32,000–0–0	8,000–0–0
3. The Bungalow with out houses and adjoining garden and grounds known as Rama Villa situated in Crescent Road, Bangalore (High Ground) bearing Municipal No 3 and bounded on the North by West land, East by Mr. S. A. Ramaswami Iyer's (Executive Engineer's) Bungalow and Compound.	20,000–0–0	5,000–0–0
South by the Crescent Road. West by the Public Road. (This Bungalow is at present in occupation of the plaintiff.	....	....
4. 9 Vacant sites at Seshadripuram with trees etc: standing thereon about ½ an acre in extent bearing Municipal Nos. 8 to 16 and bounded on the North by Mr. T. Govinda Rao's garden. East by Channel. South by Cross Road. West by Main Road.	2,000–0–0	5,00–0–0

Schedule Attached.

SCHEDULE A.—(Continued.)

Schedule of the properties to be partitioned.

Properties situated in Bangalore.	Value for purposes of Court fee of the entire property.	Value of plaintiffs ¼ share therein.
	Rs. A. P.	Rs. A. P.
5. The Bungalow (at present in the occupation of Mrs. Viswanatha Iyer) with the other out houses and grounds situated in the 6th Main Road Malleswaram Bangalore, bearing Municipal Nos. 380 and 381 and bounded on the North by No 11, Cross Road. South by Iyengar's house and compound. West by No. 8 Main Road, Malleswaram.	32,000–0–0	8,000–0–0
6. The Bungalow with out houses, gardens and grounds situated in Malleswaram Bangalore at present being occupied by Srimati Peria Ammani Ammal alias Anantha Lakshmiammal. Bounded on the North by Mr. V. P. Madhava Roa's house and garden. East by No. 8 Main Road. South by 11th Cross Road. West by No 9 Main Road. ...	16.000–0–0	4,000—0 0

SCHEDULE B.

Properties situated in Mysore.

Mysore District, Mysore Taluk, Kukkarahalli Village, goes under the name of 'Dewans' garden now in the name of Pattadar K. S. Ramaswami Iyer.

Serial No.	Name of village and Khate No.	Details as dry garden etc.,	Survey No.	Extent A.	Extent G.	Assessment Rs.	Assessment A.	Assessment P.	Value for purposes of Court fee of the entire property. Rs.	A.	P.	Value of plaintiffs ¼ share therein. Rs.	A.	P.
1	Kukkaradhalli, 'Dewan's garden, garden comprising cocoanut mango and nut trees Khate No. 15	Dry	27	1	19	1	8	0	....			....		
		do ...	28	1	25	1	8	0	....			....		
		do	29	3	15	4	8	0	....			....		
		do	30	4	23	5	0	0	....			....		
		do	31	3	9	3	8	0	....			....		
		Garden	32	1	13	2	0	0	....			....		
		do	33	5	8	8	0	0	....			....		
		Dry	36	2	3	3	8	0	....			....		
		Garden and dry	57	11	20	18	0	0	....			....		
		do	58	11	28	22	0	0	....			....		
		Dry	59	0	23	0	12	0	....			....		
		do ...	60	5	23	6	0	0	....			....		
		Kharb	1-4 62, 57, 59-60	7	0	6	3	6	....			....		
		District and Ry. Cess....	....	60	9	5	7	0						
						1	5	10						
						89	4	4	12 000	0	0.	3,000	0	0

SCHEDULE C.

The Discrepancy of 0-5-8 is due to the deduction of Mr. Anniah Pandit's portion of the Dt. Fund and Railway charges.

List of properties situated in Malabar District.	Value for purposes of Court fee of the entire property.			Value of plaintiffs ¼ share therein.		
	Rs.	A.	P.	Rs.	A.	P.
1. Six Malas (Mountains or large hills covered with forests) and named as follows:—	....			....		
Punchakolli. 2. Vattikalla. 3. Kanyampara. 4. Erattamava. 5 Parapakkalli. 6. Vattakukotta (otherwise called as North Kottamala.) These 1st 5 hills are bounded as:—to the South of Punnrapuya and Cheruvalla thodu, to the North Korapuya to the West of Anekal and Cholapuya and Cheriakavu Mala to the East of Punnapuya 6th Hill North Kottamala is situated to the South of Parajan thodu, to the North of Thekku Kottamala and Jemn of Veppahvapur, to the West of Puzathuthimala and the Jemn of the Zamorin, and to the East of Puzangothumala. All six situated in the Nilambur Desonm, Vendur Hobli, Yernad Taluk, Malabar District.		...			...	
Note:—The family Rangacharlu owns three-fourth of this property and the other one fourth belongs to the family of Sir K. Seshadri Iyer. ...						
11. Areacode Estate, consisting of 52 hills, situated in the Pannikode Amsom Calcicut Taluk, Malabar District and bounded on the East by Mathilam para. West by Nadavasery Thondunilam Uyachesses, North by Kandankolam, Kannopoyil on the South by Neduparamba Chelupara Theyattu Kandom Nemanipoyil. Thalapulal madu.		...			....	
Note:—The Rangacharlu family owns one-half of this property and the other half belongs to the late Sir K. Seshadri Iyer's the value of the interests of the family of the parties in the aforesaid two estates.	80,000	0	0	20,000	0	0

SCHEDULE C.—(b)

Malabar District, Kilakkatharai Village No. 395 Kumarapuram Seshadri Iyer's son, Doraswamy Iyer. Deputy Thasildar's No. Dis. 371—R. 03.

Name and Number of village	Names of plots	Details as dry or wet	Serial Number	Extent		Assessment			Value for purposes of Court Fee of the entire property	Value of plaintiffs ¼ share therein
				A.	Cts.	Rs.	a.	p.	Rs. a. p.	Rs a. p.
Kollenagoodu, otherwise known as Killakkatharai	Pillaikudu	Permanent dry	256—2	1	0	0	12	0	.....	.....
	Do	... do	252—11	0	61	0	10	0	.....	.....
	Do	.... do	—12	0	14	0	2	0	.....	.....
	Do	..... do	—13	0	11	0	2	0	.....	.....
	Do	.... do	254—10	0	7	0	2	0	.....	.....
	Do	.... do	256—3	0	9	0	1	0	.....	.....
	Do	.... do	—4	0	22	0	4	0	.....	.....
	Do	... do	—10	0	2	0	1	0	.....	.....
	Do	.... do	—12	0	2	0	1	0	.....	.....
	Do	.... do	—13	3	45	3	7	0	.....	.....

SCHEDULE C.—(b)—(Contd.)

Malabar District, Kilakkatharai Village No. 395 Kumarapuram Seshadri Iyer's son, Doraswamy Iyer. Deputy Thasildar's No. Dis. 371—R. 03.

Name and Number of village	Names of plots	Details as dry or wet	Serial Number	Extent		Assessment			Value for purposes of Court Fee of the entire property	Value of plaintiffs ¼ share therein
				A.	Cts.	Rs.	a.	p.	Rs. a. p.	Rs a. p.
1Kolenagoodu, otherwise known as Killakkatharai.	Pillaikudu	Wet land	254—1	1	24	3	12	0	.....	.....
	Do	do	—3	0	86	5	6	0	.....	.....
	Do	do	254—4	1	99	6	0	0	.....	.....
	Do	do	—5	1	78	7	2	0	.....	.....
	Do	do ...	—7	7	37	46	2	0	.....	.....
	Do	do ...	—9	2	4	8	3	0	.....	.....
	Do	do	—11	0	47	3	0	0	.....	.....
	Do	do	256—5	1	18	3	9	0	.....	.....
	Do	do	—11	0	4	0	2	0	.....	.....
	Do	do	—15	0	22	0	11	0	.....	.....

SCHEDULE C.—(b)—(Contd.)

Malabar District, Kilakkatharai Village No. 395 Kumarapuram Seshadri Iyer's son, Doraswamy Iyer. Deputy Thasildar's No. Dis. 371—R. 03.

Name and Number of village	Names of plots	Details as dry or wet	Serial Number	Extent A.	Extent Cts.	Assessment Rs. a. p.	Value for purposes of Court Fee of the entire property Rs. a. p.	Value of plaintiffs ¼ share therein Rs a. p.
Kollenagoodu, otherwise known as Killakkatharai.	Pillaikudu	Puramboke	254—2	1	61	Tank	.....	.....
	Do	do	—6	0	9	Waste	.....	.....
	Do ...	do	—8	0	10	Channel	.....	.....
	Do	do	—12	0	2	do	.....	.....
	Do ...	do	256—9	0	6	do	.....	.....
	Do	do ...	—14	1	6	Tank	.....	.....
		Total	...	25	86	89 9 0	447 13 0	111 15 3

SCHEDULE C.—(c).

Malabar District, Palghat Taluk, Mangalam Vattam, Mangalam Village. Owner K. Doraswamy Iyer, etc., son of Sir K. Seshadri Iyer.

Name and Number of village	Name of locality	Details as dry or wet	Serial Number	Extent		Assessment			Value for purposes of Court Fee of the entire property			Value of plaintiffs ¼ share therein		
				A.	Cts.	Rs.	a.	p.	Rs.	a.	p.	Rs	a.	p.
No. 94 Mangalam	Sennanganpadam	Wet	1—1	5	85	17	9	0	.....			.....		
	Do	do	—3	0	50	1	8	0	.....			.....		
	Do	do	—4	0	10	0	5	0	.....			.....		
	Do	do	4—1	11	59	58	0	0	.....			.....		
	Do	do	—2	0	12	0	8	0	.....			.....		
	Do	do	—3	0	18	0	6	0	.....			.....		
	Do	Dry land garden	—4	0	7	0	1	0	.....			.....		
	Kallapanparambu ...	do	—6	0	9	Waste			421	9	0	105	6	3
	Do	Dry land	267—1	8	0	do			.....			.....		

SCHEDULE C.—(c).—contd.

Malabar District, Palghat Taluk, Mangalam Vattam, Mangalam Village. Owner K. Doraswamy Iyer, etc., son of Sir K. Seshadri Iyer.

Name and Number of village	Name of locality	Details as dry or wet	Serial Number	Extent		Assessment			Value for purposes of Court Fee of the entire property	Value of plaintiffs ¼ share therein
				A.	Cts.	Rs.	a.	p.	Rs. a. p.	Rs a. p.
No. 94 Mangalam	Kalandhiruthi Kallapaparam.	Garden ...	269—1	0	70	1	6	0	.....	.....
	Nilavana	Wet	—2	0	44	1	5	0	.....	.....
	Sennagnapadam Kallaparambu	Dry	—3	0	32	Waste			.....	.....
	Sennagnapadam Kallaparambu.	Garden	296—9	1	10	3	5	0	.....	.....
	Thindarkadu Kallapaparambu.	Dry	9—8	1	14	Waste			.....	.....
	Pzahappallamparambu	do	1—2	4	98	....			.....	.....
		Total	....	35	8	84	5	0	.....	.....

SCHEDULE C.—(d)

Malabar District, Palghat Taluk, Kottaikadu Vattam, No. 87 Pattadar K. Doraswamy Iyer, son of Sir K. Seshadri Iyer.

Vattam	Name of plot	Dry or Wet	Serial Number	Extent		Assessment			Value for purposes of Court Fee of the entire property			Value of plaintiffs ¼ share therein		
				A.	Cts.	Rs.	a.	p.	Rs.	a.	p.	Rs	a.	p.
No. 25 Kottaikadu Village.	Pannimadam	Wet	.... 338—1	15	28	45	13	0	.....			.....		
	Pannimadai Valaithakadu.	Wet Waste	.... 2—97	0	35	.....			.....			.....		
	Do ...	do	.... —1	1	59	.....			.....			.....		
	Pannialaharilu	Waste	.... 338—2	2	48	.....			.....			.....		
	Pannimadam Puramboke.	do	.... 339—	1	40	.....			229	1	0	107	4	3
	Do	do	.... 340—	1	40	.....			.....			.....		
	Do	do	.... 341—6	8	37	.....			.....			.....		
		Total	....	30	87	45	13	0	.....			.....		

SCHEDULE E.

Malabar District, Palghat Taluk, Kumarapuram, Pattur Vattam. K. Doraswami Iyer, son of Sir K. Seshadri Iyer.

					Rs. a. p.	Rs. a. p.
No. 66 Pattur Vattamkumarapuram Village.	(1)	No. 68 Puramboke Agraharam	2800	Vacant Puramboke	20 0 0	5 0 0
	(2)	do	2802	Small house with back-yard etc.,	750 0 0	187 8 0
	(3)	do	2803	Big house with back-yard etc.,	2000 0 0	500 0 0

Bounded on the East by Mr. Vaidyanath Iyer's house, on the North by Lakshminarayanapuram Temple wet land, on the West by Mr. Ramaswami Iyer's house and on the South by the Public Street 13 cents gari Miscellaneous with its gardens and grounds.

SCHEDULE D Moveables.

	Value for purposes, Court fee of the entire property.	Value of plaintiff's one-fourth share therein
540 Shares of Rs. 1,000 each in Aurangabad Mills Ltd., Nizams Dominions. The plaintiff understands that the family owns more shares. But this fact has to be elicited from the defendants and the plaintiff's share in such extra shares will have to be given her.	Rs. 5,40,000 0 0	1,35,000 0 0

(Sd.) G. Srinivasa Iyer,
District Judge.

IN THE CHIEF COURT OF MYSORE AT BANGALORE.

Regular Appeal No. 347 of 25—26.

Mrs. Meenakshammal .... Appellant.

Vs.

1. K. S. Ramaswami Iyer.
2. K. K. Seshadri Iyer.
3. K. K. Subramanya Iyer.
4. K. K. Doraswami Iyer.
5. K. K. Thyagaraja Iyer.
6. Mrs. Muthu Lakshmiammal, wife of the late K. V. Venkatarama Iyer, junior, father Mr. Satyamangalam Kalyana Venkatarama Iyer, (Defendant No. 6) by Court guardian the Sheristedar District, Court Bangalore.

} Respondents.

7. The Dewan of Mysore, Bangalore.

UNDER SECTION 96 OF THE CODE OF CIVIL PROCEDURE.

The appellant above named most respectfully begs to prefer this appeal against the Judgment and Decree of the District Judge, Bangalore, passed in Original Suit No. 11 of 1921—22, on his file, on the following amongst other grounds :—

1. The Lower Court erred in holding that the statements in the notices Exhibit A, Exhibit C and Exhibit D issued by the plaintiff's husband through his Solicitors do not amount to a definite, unequivocal, unambiguous and clearly expressed intention on his part to separate himself from the other members of the family and to enjoy his share in severalty.

2. The Learned District Judge has failed to consider that Exhibit A read as a whole contains such a clear, definite and unambiguous declaration on his part to separate himself from the other members of the family, and that the effect of such a declaration is to create an immediate severance in status amongst the different members of the joint family.

3. The Lower Court erred in holding that Exhibit A refers only to a past division in 1908 and that it does not refer to and declare a present intention on the part of the plaintiff's husband to separate himself from that date, and further erred in holding that for creating division in status the declaration must not refer to a previous date but must be "in presenti."

4. The Learned District Judge has failed to give due weight and consideration to the fact that, in any view of the case, the statements and assertions by the plaintiff's husband of his right to demand partition contained in Exhibit A, and the further reiteration of the fact of his being divided in status and demanding an immediate division of the properties by metes and bounds and for separate possession of such share, could be consistent only with an intention to become divided, and constituted a definite and unequivocal declaration of his intention to become separate such as is deficient in Law to constitute division and effect immediate severance in status.

5. The Lower Court ought to have held that the evidence on record established the plaintiff's case regarding the division in status effected by her husband under circumstances very much stronger than those contemplated and accepted by the Judicial committee of the Privy Council in the cases referred to in the Judgment.

6. The Learned District Judge has erred in not correctly judging the effect of the course of conduct followed by the members of the family since January 1908, which is thoroughly inconsistent with the plea of joint status alleged by the Defendants.

7. The Lower Court erred in concluding that the conduct of the plaintiff's husband, his acts and declarations subsequent to Exhibit A were inconsistent with the theory that he had become divided in status from his brothers, and that they strengthened the view that he continued to remain joint till his death, especially as the Learned Judge himself admits that the plaintiff's husband was asserting an division in status from February 1908, in Exhibit A and in subsequent correspondence.

8. The Learned District Judge erred in holding that the plaintiff's husband was the manager of the family, while all the evidence in the case belies, such an inference and proves the contrary,

9. The Lower Court erred in refusing to raise an issue or grant permission to the plaintiff to go into the question of the Will executed by her husband and to adduce evidence thereon on the ground that the case about the Will had been given up. The Learned District Judge ought to have allowed the plaintiff's petition to that effect, and decided that question before deciding the suit itself. Under the circumstances, he further erred in elaborately considering the question of the genuineness of the Will, and recording a finding thereon, and in basing his conclusion as to division on such a finding, and the plaintiff has been considerably prejudiced thereby.

10. The Learned District Judge has not correctly appreciated the effect of the recitals in Exhibit K, which is a very material document in the case, and he ought to have held, on the evidence in the case that the plaintiff's husband did execute a Will.

11. The Lower Court further erred in coming to the conclusion that

(a) the plaintiff's interview with her son-in-law Mahadeva Iyer soon after the death of her husband, under the circumstances deposed to by her is an after-thought and cannot be believed, and

(b) the fact of the delivery of keys by the plaintiff to her daughter, the conversation with her regarding dispositions of property by her husband, the circumstances relating to the discovery of the loss of the Will, were all false.

12. The Lower Court has also erred in coming to the conclusion that the evidence of Sir C. V. Kumaraswami Sastry establishes the fact that there was no division till August 1917 and that the plaintiff hereself never entertained any such idea of division till her brother joined her in 1919.

13 The Lower Court erred in drawing inferences adverse to the plaintiff's case on the alleged grounds that she did not protest when the first defendant objected to her borrowing money and intimated to her that he was giving her only maintenance and that she did not object to the disposal of the family furniture by the first defendant to her knowledge, and that the family idols and pooja vessels remained with the plaintiff.

14. The Learned District Judge erred in holding that there was no division on the ground that the mother's Shradha was performed jointly at Trichinopoly by the brothers in 1917 and he has not correctly appreciated the circumstances under which the ceremony had to be so performed.

15. The Lower Court erred in holding that the sale of Kumara Park was for legal necessity and that the plaintiff was aware of the negotiations for the sale and acquiesced in the same. The Lower Court ought to have held that the sale was not finding on the plaintiff.

16. The Learned District Judge erred in giving undue importance and placeing reliance on the testimoney of D.W. No. 4, Mr. Srikanteswara Iyer, who is highly interested and is practically a "de facto" defendant in the case, inasmuch as he has been admittedly managing the properties from the time of Sir K. Seshadri Iyer and the correspondence clearly establishes the fact that the plaintiff's husband did not approve of his management and entertained, gave suspicions against Mr. C. Srikanteswara Iyer, regarding it.

17. The Learned District Judge has erred in relying on the mere opinions expressed by Sir C. V. Kumaraswami Sastry, Sir C. P. Ramaswami Iyer and Mr. C. S. Doraswami Iyer in their depositions as legal evidence in the case, and in basing his conclusions and findings thereon.

18. The Learned District Judge has further erred fn relying upon and accepting the interested testimony of the first defendant and Mr. C. Srikanteswara Iyer even though the defendants' Advocate submitted in the course of arguments that she did not intend to rely on their evidence.

19. The Learned Judge ought to have held that there was a final partition with regard to the jewels of the family.

20. The Lower Court erred in not recording findings on issues 4 and 5 in the case.

21. The Learned Judge is wrong in holding that in this case he has no Jurisdiction over the immoveable properties situated outside the Mysore State.

22. The Learned District Judge erred in attaching undue importance to Exhibits 35, 41, 43 and others in the case which have not the effect stated by the Learned Judge.

23. The interpretation of the Learned Judge of the Hindu Law, texts and the case Law, bearing on the subject is erroneous.

24. The Learned District Judge has not correctly appreciated the evidence on record, and his decision otherwise opposed to Law, equity, the weight of evidence, and the facts and probabilities of the case.

25. The Learned District Judge should have found all the issues in favour of the plaintiff and decreed the suit.

The appellant prays most respectfluly therefore that this Honourable Court may be graciously pleased to set aside the decree of the Lower Court and to decree the plaintiff's suit with costs throughout.

The Value of the Appeal is Rs. 4,84,841-10-0 only.

(Sd.) K. Sankaranarayana Rao,
Advocate for Appellant.

Bangalore,
25—3—1926.

IN THE
CHIEF COURT OF MYSORE.
REGULAR APPEAL NO. 347 OF 1925—26.
BANGALORE.

Mrs. Meenakshiammal

(Appellant—Plaintiff)

By Mr. K. Shankaranarayana Rao

Vs.

K. S. Ramaswami Iyer and 6 Others.

(Respondents—Defendants)

2nd By Mr. A. R Nageswara Iyer

Presented:—25—3—1926.

In the Court of the District Jndge, Bangalore	Plaint filed 9—11—1921
O. S. No. 11 of 21—22.	Decree passed 4—1—1926

In the Chiel Court-Appeal filed, 14—4—1926

Nature of Claim—Suit for partition and possession of immoveable properetiies.

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Bright & Co., Bangalore.

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IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921-22.

Meenakshi Ammal. ... ... Plaintiff.

Vs.

K. S. Ramaswami Iyer and 6 others. ... ... Defendants.

16—2—24.

(Evidence taken on commission)

Mr. Shankaranarayana Rao and Mr. Seetharamiah for the ... Plaintiff.

Messrs. L. A. Govindaraghava Iyer and S. Ramachandra Iyer for ... ... 1st Defdt.

Mr. M. Ramachandra Rao for ... ... 7th Defdt.

K. I. Subrahmania Iyer solemnly affirmed by the commissioner:—

Examined-in-Chief by Mr. Shankaranarayana Rao :—I am a Vakil of the High Court, and an Assistant in the Government Solicitor's Office (Messrs. Morseby and Taylor). I find there was some correspondence between Mr. K. Dorasami Iyer and my firm. I have no personal knowledge of the instructions given in the matter.

I produce a copy of the notice sent by Messrs. Brightwell and Morseby to K. Krishna Iyer, K. S. Ramaswami Iyer and K. Venkatarama Iyer. The copy was made by my firm's office, Press Copy Letter Book. I see the original notice itself. Exhibit A/10-2-1917. It is signed by Mr. Brightwell. Exhibits B, C, D. I also see three other notices issued by Messrs. Brightwell and Morseby dated respectively Exhibit B/10-2-17, Exhibit C/6-3-17 and Exhibit D/15-5-17.

I produce reply to Exhibits A and B, Exhibit E/19-2-17, received from Krishna Iyer dated 19-2-17.

Exhibit F/11-4-17. I also produce reply dated 11-4-17 from Mr. C. P. Ramaswami Iyer, written on behalf of Krishna Iyer.

I produce a draft dated 14th May 1917 of the reply proposed to be sent by Messrs. Brightwell and Morseby. * * *

I see letter dated 12th May 1917 written by Messrs. Brightwell and Morseby to K. Dorasami Iyer. * * *

I produce letters dated the 2nd March 1917 and 7th March 1917 written by Mr. Dorasami Iyer to Brightwell and Morseby. The letter dated 7-3-17 had an enclosure which I also produce. * * * *

Cross-examined by Mr. Govindaraghava Iyer :—I produce telegram referred to in the letter dated 12th May 17, written by Messrs. Brightwell and Morseby, also, the letter dated 10th May 1917 referred to in the said letter. x x

I joined Messrs. Morseby and Taylor in May last.

I have brought the whole file of papers relating to this matter. I do not find in the file produced by me, copies of any other notices sent by my firm to Krishna Iyer or to the other members of the family whose names are now mentioned to me, that is Subramania Iyer, Dorasami Iyer, Tyagaraj Iyer, Venkatrama Iyer and Ramaswami Iyer.

Re-examined :—I find a postal acknowledgment Exhibit G/15-2-17 of a registered letter sent by my firm to K. Venkatarama Iyer.

Read over by me and acknowledged to be correct.

(Sd.) K. C. Desika Chari,
Commissioner.

16—2—1924.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE

Original Suit No. 11 of 1921-22.

Meenakshi Ammal ... ... Plaintiff.

Vs.

K. S. Ramaswami Iyer and 6 others ... ... Defendants.

17—2—1924.

Evidence taken on commission at No.29, South Mada Street, Mylapore, Madras.

E. R. Subroyar, solemnly affirmed by me :—

Examined-in-Chief by Mr. Shankaranarayana Rao :—I know the late Mr. K. S. Dorasami Iyer. I am not related to his family. I also knew Mr. Dorasami Iyer's brothers, Messrs. Krishna Iyer and Viswanatha Iyer. I also know Mr. Ramaswami Iyer, first defendant.

After Sir K. Seshadri Iyer's death, I cannot say how his sons were living. Since 1914 I have been residing in Madras, but going to Bangalore during the Summer holidays. I would go to Bangalore for any marriages and would immediately return to Madras.

In 1912 or thereabouts, the brothers were living in various places; they were Government servants and were living where they were employed. Dorasami Iyer and Krishna Iyer were Government servants; and Ramaswamy Iyer was in Bombay and Viswanatha Iyer was in Madras. I do not know if they performed Sir K. Seshadri Iyer's annual ceremonies separately or together.

I remember Krishna Iyer celebrating his daughters' marriages. I also recollect having attended one of the marriages at Bangalore. I cannot say in whose name the invitations were issued.

In 1914, the relationship between Krishna Iyer and Dorasami Iyer was rather strained. They were living in different houses at that time in Bangalore. The opinion about their relationship was formed by me on account of the conversations I had with each of them at different times.

I am not aware of any steps taken by Dorasami Iyer to effect a separation. I had no conversation with him on this matter.

I was asked to produce a letter dated 8th March 1917, written to me by Mr. Dorasami Iyer. I made a search for it and could not find any such letter. I cannot say if I received any letter from Dorasami Iyer during the year he died. Unless the letter is shown to me, I cannot say anything. Mr. Dorasami Iyer used to address me as "Annia" in personal conversations as well as in correspondence. I see a letter; it is in the handwriting of Dorasami Iyer.

I have read the letter. I might have received this letter which seems to be the original. I recollect that before the letter was written to me, I was personally asked by Dorasami Iyer to see Sir Subrahmania Iyer in connection with the papers referred to in the letter; that is in connection with his family affairs, about which he had spoken to Sir Subramanya Iyer already. * * *

Prior to the date of the letter above referred to, Dorasami Iyer was staying in Madras, in Luz Church Road. He then came up to my place and told me that he had spoken to Sir Subrahmanya Iyer about his family affairs. He also asked me to go and see him with the papers which he was going to send me. Perhaps, he left the papers with me, I cannot say. He did not give me any definite instructions. He said if Sir Subrahmanya Iyer wanted any information, I might study the figures and give him such information as he wanted.

I did get some papers, and after I saw Sir Subrahmanya Iyer I returned those papers to Dorasami Iyer with a covering letter informing him about all that took place at my interview with Sir Subrahmanya Iyer.

The accounts referred to in the papers related to the family expenditure.

I cannot say what Mr. Dorasami Iyer's object was in referring the papers

to Sir Subrahmanya Iyer or for what purpose. I was asked to give him information about the accounts and figures.

Question :—To your knowledge, was Mr. Dorasami Iyer at that time contemplating any proceedings or action against anybody in connection with the papers above referred to ?

Mr. Govindaraghava Aiyar objects to the question on the ground that the question does not arise, having regard to what the witness has already stated, and also on the ground that it is a leading question.

Answer:—Mr. Dorasami Iyer did not tell me at that time; that is, during his stay id Madras, that he was contemplating any proceedings or action.

Question :—Later on, did Dorasami Iyer tell you about any proceedings or action ? * * *

Answer :—(Witness looks into Dorasami Iyer's letter dated 8th March 1917 and states) I remember only about Dorasami Iyer asking me to see Sir Subrahmanya Aiyar ; because as a matter of fact, I saw Sir Subrahmanya Aiyar. Beyond that I cannot say anything for certain.

Note :—Mr. Govindaraghava Aiyar objects to the witness trying to refresh his memory by looking in to the letter above referred to.

Question :—Concentrating your attention to the latter portion of the letter, could you now at least say what the subject matter was of the communication, (letter dated 8th March 1917) ?

Note :—Question objected to.

Answer :—After I saw Sir Subrahmanya Aiyar, I learnt from him that without consulting him, Dorasami Aiyar had sent a lawyer's notice to his brothers, or so. Sir Subrahmanya Aiyar stated that in an excited manner and with displeasure. He also hoped that a copy of the notice was not sent to the family creditors, and he emphatically refused to have anything to do with the matter.

Before I interviewed Sir Subrahmanya Aiyar with the papers, my mind was blank. After the interview, and after I read the papers, I might have formed the impression that Dorasami Iyer wanted to take steps for effecting a partition in the family.

Nanjappa referred to in the letter dated 8—3—1917 is Srikanteswara Aiyar.

I went to Bangalore on receipt of a telegram from Ramaswami Iyer. after Dorasami Aiyar's death ; I was informed that the plaintiff wanted me to go there. This was within about 10 days after he died.

I saw plaintiff immediately on going to Bangalore. That was the first thing I did.

She was weeping. I consoled her and said that she had Ramasami Iyer (1st defendant) and my son-in-law, C. S. Dorasami Aiyar who would help her, i.e., on whom she could depend for guidance and support. I came away.

(9-55 A.M.) Adjourned to 3 P.M. (Initialled) K.C.D.

3-15 P.M. Mr. Subrayer. Solemnly affirmed by me.

Cross-examined by Mr. Govindaraghava Iyer :—Sir Subrahmanya Iyer did not ask me for any information at my interview with him because he was angry and said he would not have anything to do with the matter. As a friend of mine, Sir Subrahmanya Iyer warned me not to have anything to do with the matter. After returning home, I had nothing further to do with the matter —except to return the papers, with a covering letter. Before going to Sir Subrahmania Aiyer, I had just looked into the papers cursorily so that I might know where I could get the information to answer any questions that might be put to me by Sir Subramania Aiyar. I did not make any study of the papers. I did not see the papers again.

I have known the family since 1875 onwards. I was friendly with the family—socially.

Srikanteswara Iyer was the Private Secretary of Sir K. Seshadri Iyer. He was in charge of the family affairs. That is what I understood. He was looking after the affairs even after Sir K. Seshadri Iyer died until Dorasami Iyer's death.

I know the family owns the Aurangabad Mills, that is, the family has an interest in the mills. I do not know if Srikanteswara Iyer was managing the mill affairs.

Re-examined by Mr. Shankaranarayana Rao:—Sreekanteswara Iyer was Private Secretary to the Dewan. He was not the Private Secretary until Sir K. Seshadri Iyer's death.

After he ceased to be his Private secretary, he was a District Officer in several places. He did not take any leave for managing Sir K. Seshadri Iyer's family affairs.

Some payments that had to be made by Sir K. Seshadri Iyer's family used to be made by Sreekanteswara Iyer ; that is even after he ceased to be Private Secretary. I have personally known two or three such cases.

Question :—When did you retire from service ?

Mr. Govindaraghava Aiyar objects to the question, as it does not arise out of the cross-examination.

Answer :—I think I retired in 1904, that is, from Mysore Service.

Read over to the witness and acknowledged by him to be correct.

(Sd.) E. R. Subrayer.

(Sd.) K. C. Desikachari.

17—2—1924.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921—22.

Meenakshmi Ammal ... ... Plaintiff

Vs.

K. S. Ramasami Iyer and 6 others ... Defendants

12—4—1924

The Honourable Justice Sir C. V. Kumaraswami Sastry. (Solemnly affirmed by me,)

Examined by Mr. Shankaranarayana Rao :—I know the late Mr. Dorasami Iyer intimately. I had known him since 1883 or 84. I also know the other brother, also the 1st defendant.

For some time prior to his death, Doraswami Iyer was not very amicably disposed towards his brothers. K. Doraswami Iyer was living in Kumara Park ; Krishna Iyer was living in the small bungalow. Ramaswami Iyer and Viswanatha Iyer had each a room in Kumara Park (upstairs). Krishna Iyer had a room downstairs in Kumara Park but he vacated it when he went to the small bungalow. Dorasami Iyer was occupying the suite of room occupied by his father. The year before Dorasami Iyer died, I think he wanted to separate. He was hard up for money and he said he was not getting any moneys from the mills ; and he had debts, I advised him not to do so until the family debts had been settled. He said there were some defalcations in the Mills and he said that while he was hard up, people were taking the moneys from the Mills. I advised him that it would be foolish to effect a division at that time as there were very heavy debts due by the family, and if the creditors came down on the family, they would be sold out entirely. I told him that the only chance was to sell the Kumara Park to the Palace and that unless he did so he could never hope to discharge the heavy mortgage on the properties including the mills and the houses (Kumara Park). The sale of Kumara Park to the Palace was in the

air for some years—about 3 or 4 years. Dorasami Iyer seemed satisfied with my advice not to have an immediate partition, and I advised him to ask for an account of the income from the Mills.

Dorasami Iyer came here, either in the year he died or the year before and he told me he wanted to ask for an account and to suggest a lawyer. I suggested 2 or 3 Vakils, but he wanted to have an English Solicitor. I thereupon suggested the Government Solicitor, Brightwell's firm. I think Dorasami Iyer went to Brightwell.

Question :—Are you aware that Mr. Dorasami Iyer at any time wanted to safeguard the interests of his wife ?

Answer :—He was in various moods about his wife and his domestic matters. At one time he was telling me that she would die before him and that what he wanted was to be free from money worries. At another time, he was saying that her jewels were quite sufficient for her and that even if he was penniless her jewels would be quite sufficient for her. At one time, when he came to Madras, he had a talk with me ; then he told me that he did not like his son-in-law Mahadeva Iyer to interfere in his affairs. He also said that his wife's brothers were not good people ; he was complaining that they might sponge on her. I said that he might make any provision he liked for her ; and that there was no hurry about it. My advice to him was to lie low and not do anything until the debts were all cleared. I did not pursue the matter further.

I was exchanging letters with Dorasami Iyer. I see my letters dated the 14-3-17, 24-8-17 and 8-9-17.

I know Doraisami Iyer's writing H1, 2 and 3. Exhibit J is Dorasami Iyer's hand-writing.

Note :—Mr. Govindaraghava Iyer objects to Exhibit J. The accounts referred to in Exhibit H2 were the mill accounts and the "them" referred to in the letter are the mill manager, etc.

Exhibit K :—I see a draft Will which is in my handwriting. It was prepared when Dorasami Iyer came to Madras the last time.

Note :—Mr. Govindaraghava Iyer objects to any question being put with reference to the draft Will and to its being received in evidence.

Mr. Ramachandra Rao supports the objection.

Question :—Could you tell me under what circumstances the draft came to be prepared ?

Answer :—Dorasami Iyer came to me one morning in great agitation. He complained to me bitterly about his monetary troubles. He said that some private creditor of his (at Salem) was troubling him ; he was feeling his position very keenly. In addition to his official worries, he said he had monetary troubles. He also said that his pay got almost swallowed up as soon as he got it, and that something ought to be done. I asked him what became of the negotiations for the sale of Kumara Park. He said Srikanteswara Iyer was negotiating but did not succeed in getting a good price. He asked "Who would buy the house ? What is the use of postponing partition ? How do you advise me to postpone it ?" I said there was no other go and asked what other thing he was going to devise. I told him his only salvation was to sell Kumara Park and pay the debts ; and that if the creditor brought suits and the properties were brought to sale they would fetch low prices. I also told him that he would be compromising his official position if he were to figure as defendant in suits. I advised him to see the Maharaja personally and put all his family troubles before him. He said he would see Messrs. Raghavendra Rao, and Mirza about the sale of Kumara Park ; and he said something should be done about the sale. He then said, "All this will take sometime ; if anything happens to me, what is the position of affairs ?" I told him that if he was divided, the property would go to his wife and daughter in that line ; and that if he was undivided, his property would go to his brothers except any self-acquisition he might have. He asked me what

he could do to safeguard himself, as all this would take some time. I told him there was no use in worrying himself and asked what was it that he could do at present. Then he said the moment his affairs were settled he wanted to cut himself off; and he would do what he liked. He said he would not remain in Bangalore. The moment Kumara Park was sold, he wanted to come and settle down in Madras. I said there was no use in worrying about all this; it was already 9 a.m., and I wanted to go to Court. I said "Sell the house and do what you like after effecting the partition". He wanted me to give him a draft of a Will about the disposal of his properties. I asked him why he was in a hurry. He looked rather put out and said "Give me the draft". I asked him what was his intention. He told me something and I then drafted a Will and handed the draft to him. The draft contains all that he told me. * * * I then told him that the Will could be executed after he effected a partition. Then he said "You had better put in that also". I then inserted the words (marked K1) striking out the words marked K2. He was very anxious that the words marked K2 should appear at the top as I told him that after partition he would have full power to dispose of his properties. He said he would take it (Exhibit K) with him and show it to Brightwell, since I told him that I was only giving him a rough sketch. He then wanted me to attest the Will. I said if the Will was engrossed, let me see; why do you want me to attest it? He told me that I must attest the Will. He took the draft with him. I thought he was excited. I told him not to be in hurry about the matters, and to consider well. I meant that he should not rush things through until the partition was effected. I told him several times that he would be ruined if the creditors were to know that the brothers were fighting. He never came to me afterwards, nor did he write to me.

Cross-examined by Mr. Govindaraghava Iyer :—Excepting Dorasamy Iyer all the other brothers were living in Kumara Cot. It was a long-standing grievance that the feelings between Dorasamy Iyer's wife and his brothers' wives were strained. The feelings were strained even during the life-time of the father.

I told him that the Will was to be executed only after the partition. The draft was not to be acted upon until the partition was effected.

After Dorasamy Iyer's death, I believe, Dorasamy Iyer's wife's brother accompanied by some person who was said to be an Inspector of Police, came up and began the conversation by saying: "You know Mr. Dorasamy Iyer left a Will" and all that. I said I did not know anything about my Will; I said I only remembered I gave him a draft; either I wrote it or he wrote it to any dictation. He then showed me Exhibit K. He wanted to know what took place upon that. I said I did not know anything further about it.

I then wrote Exhibit I to first defendant. (Letter I and cover I-a), that is, soon after plaintiff's brother saw me.

I never saw any Will written by Dorasamy Iyer, nor was I ever asked to attest any Will.

Question :—Shall I be right in thinking that if he had executed a Will you would have been asked to attest it?

(Note : question objected to).

Answer :—From his conversation, I thought he was particular about my attesting the Will. I cannot say if he changed his mind afterwards. To my knowledge there were no circumstances which could have prevented him from asking me to attest the Will if he executed one. Our feelings were never changed after our last conversation.

I see my letters to 1st defendant. Exhibits II, III and IV.

Cross-examined by Mr. Ramachandra Rao :—I have no correct idea of the family debts. They must be over 4 lakhs apart from the private debts. Kumara Park was mortgaged with Narayanaswami Mudaliar and after Narayanaswami Mudaliar's death his heirs were pressing for payment. Dorasamy Iyer told me that there was some arbitration about his estate and that his heirs were pressing for payment. He told me that no private purchaser would buy

Kumara Park for an adequate price; he said he was negotiating for the sale of Kumara Park to the Government. My advice was that, that was the only salvation.

In Exhibit H2, when I referred to the sale of the house, I meant the Kumara Park. 5

Re-examined by Mr. Shankaranarayana Rao :—

Question :—How long after you gave him the draft Will did Mr. Dorasamy die ?

(Question objected to by Mr. L. A. Govindaraghava Iyer.) 10

Answer :—It must have been some few months : I believe he died the same year.

(Signed) C. V. Kumarasami Sastry.
(Signed) K. C. Desikachari,
Commissioner. 15

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921-1922.

Mrs. Meenakshi Ammal ... ... Plaintiff. 20

Vs.

K. S. Ramaswami Iyer and others ... ... Defendants.

Before the Commissioner.

Dated 21st May 1925. 25

PRESENT :—

Plaintiff by Mr. K. Shankaranarayana Rao.
Defendant 1 by Mr. L. A. Govindaraghava Iyer.
Defendant 2 to 5 by Mr. A. R. Nageswara Iyer.
Defendant 6 by Mr. K. Ramasamy. 30
Defendant 7 by Mr. M. Ramachandra Rao.

Deposition of the plaintiff Mrs. Meenakshi Ammal, taken at her residence in High Grounds.

Deposition taken in English by consent.
Duly sworn and affirmed. 35

My father-in-law died about 23 years ago. After my father-in-law's death the sons were all living together. At that time the other brothers were acting under the directions of my husband. They were so acting until an incident took place which I am ashamed to mention. The incident was at the time of the birth of a son to my husband's sister's daughter Subbalakshammal. At that time Chinnappa's daughter Thangamma was sent to me with a plate of betel leaves and sugar by my husband's sister and her Chikkamma (mother's sister). It was sent to me at about 8 o'clock in the morning. I accepted it because it was given in the usual course. Then my husband came to me to enquire after Subbalakshammal's health, and to ascertain if he could go to Madras as it was his intention to do. The reason why he asked me was because there was some difficulty in the delivery. He saw the betel leaves plate in my hands. I told him that it might have been sent because of a birth of a son to his sister's daughter. He got angry saying "Who is to give to whom" as the sister and her daughter were all along living under his protection. He also said "You brought them all up and what is the meaning of her giving you sugar as if you were a stranger." He snatched it from my hands and threw it away into the brindavan. He remained here for 2 days after that incident and then left for Madras. During his absence at Madras, his sister's family, after the bath on the eleventh day, removed to Chinnappa's house in Chinnappa's carriage. By Chinnappa, I mean Mr. Krishna Iyer, my husband's brother. Thereafter he returned from Madras after December holidays. He asked me why they went to Mr. Krishnier's house. Before my husband went to Madras I told him that he should be present for the Namakaranam and invite the son-in-law. But he said there was Mr. Ramaswamy and that

he would attend to all that. I told my husband when he asked me as above-stated that since he went away to Madras and since Ramaswamy went away to Bombay before the eleventh day bath, and Chinnappa was in Bangalore at the time they went there. By that I mean, the house in which Chinnappa was living, i.e., "Chikka Bangle" or Kumar Cot. Thereafter when the time the annual ceremony of my mother-in-law came, that is in the month of Thai, Chinnappa came to my husband and enquired where it should be performed. My husband told him that he had nothing to do with him (Chinnappa) and that he would perform the ceremony in Tumkur. He went away to Tumkur that very night. Then he was the Deputy Commissioner of Tumkur. I remained here alone since my daughter had been delivered of a child called Kamalamma seven days before my husband's sister's daughter's confinement. He performed that year's ceremony of my mother-in-law at Tumkur. Thereafter my husband did not perform the annual ceremony with his brother Chinnappa. Thereafter Chinnappa began to issue invitations for marriages and Upanayanams of his children in his own name, though the practice is to issue them in the name of the eldest member of the family.

Question :—Where was Viswanatha Iyer then ?

Answer :—When Chinnappa issued invitations for an Upanayanam in his own name my husband felt insulted, but attended the Upanayanam at the persuasion of family friends like Mr. Madhava Rao and Mr. Rangaswami Iyengar and others, but took me and my daughter away to Tumkur on the very day of the Upanayanam saying that he had been insulted. I cannot say when exactly Mr. Viswanatha Iyer began to reside in Madras. As his family grew and expenses increased V. Iyer who had been living for some years at Madras was given an appointment in the Aurangabad Mills and sent to Bombay by my husband. The salary was 300 or 400 rupees a month. My son-in-law and Ramasamy (1st defendant) had been sent to Madras by my husband and kept there for 3 years for their studies. Ramasamy returned to Bangalore on completion of his studies and stayed there for some time and my husband sent him to Bombay afterwards on a salary of Rs. 1,000 which my husband was getting as the Agent of the Mills whose work he deputed Ramasamy to do. Ramasamy Iyer was managing the Mill concern under the supervision of my husband. Ramasamy used to come to Bangalore once in two or three years and have consultations with my husband and he used to correspond with my husband also.

There were small differences between the brothers as stated above which went on growing until they reached a climax about two or three years before my husband died. There were no differences at all between Viswanatha Iyer and my husband. On the other hand their relations were very amicable until Viswanatha Iyer's death. Viswanatha Iyer had also a very high regard for me.

Question :—What was the kind of feeling between your husband and Mr. Ramasamy Iyer ?

Answer :—Whenever I used to mention Ramasamy's name in affectionate terms my husband used to fly into a temper and look as if he was going to beat me complaining that Ramaswamy was not giving the accounts properly and that due to his negligence a sum of nearly Rs. 1,50,000 disappeared from the safe at Bombay. From the time when our Viswanathappa went to Bombay, my husband was looking into accounts and certain papers used to pass between my husband and him, i.e., Viswanatha Iyer. The accounts were sent to Madras by my husband about the time where my grandson Sami was born to my son-in-law Mahadeva Iyer, and Mr. Srinivasamurthi, a Vakil in Madras and brother of Mr. Srikanteswara Iyer for being got examined by Brightwell and Morseby. My husband was glad that after Viswanatha Iyer went to Bombay the accounts were being kept properly. I cannot definitely say when it was that he expressed his satisfaction.

About 2 or 3 years before his death, my husband said that he had not taken a pie from the Mills, that he had not made any savings out of his salary, that the had not made any provision either for me or for my daughter, that the other

brothers were not concerning themselves about the discharge of debts and that each brother should shoulder his own debts. He said that the other brothers were spending extravagantly on marriages, etc.; that he was going to look into accounts and see that each brother is made responsible for what was due by him and that he was going to effect a partition. About a month before his death, my husband stated that he had taken over the shares of Krishna Iyer, that he would pay his debts gradually and that he would not allow Krishna Iyer's shares to go out of the family and that he would make over the shares to his (Chinnappa's) children. This he said on the day I returned from Negapatam after finishing my brother's daughter's marriage. By that time Mr. Krishna Iyer had died. My husband went on paying off debts like Tawker's, etc., and finally there was very little of the debt left and so he said he had taken over the shares of Krishna Iyer. By shares, I mean the shares of the mills. Afterwards he told me that a partition had been made and that some shares had been pledged with some strangers and that he would take them over for himself after discharging the debts due to the pledgees. He also said that about 50 shares had been so pledged. * * *

My husband prepared accounts to show how much of the debts was payable by each of the brothers. I had stayed away for a month and a half in my parent's house at a village six miles from Negapatam. As soon as I arrived home from the station my husband told that Mr. Kumaraswamy Sastriar had been in Bangalore for about a month or 15 days and he had the accounts looked into and calculations made and he (Mr. Sastry) effected a partition. My husband told me that Mr. Krishna Iyer who was younger and stronger than himself had died, that there is no certainty that he himself would live long, that though he himself had fever of 105 degrees had gone and visited Chinnappa and on account of this consideration he had effected a partition. Even before Mr. Krishnier's death in the month of February, after our return from Rameswaram, my husband told me in Madras that he had notices issued by Messrs. Brightwell and Moresby, and that I may regard his share as having come to me from that date whether I resided thereafter either in the Himalayas or in the Sethu. Krishna Iyer, Srikanteswara Iyer, his family and some Ursoo gentlemen had accompanied us to Rameswaram. We went from Madras and they came from Bangalore. He said that he had issued notices to Mr. Srikanteswara Iyer, the mills and all his brothers. My husband told me that he issued the notices because the notices would confirm the state of things that had been going on for ten years previously, and that after the issue of these notices separate residence even for one night would be enough to confirm the divided status and that it was as good as getting their shares separately.

Answer :—What was his object in issuing those notices?

Question objected to by the Advocates for defendants 1 to 5 and 7.

Answer :—It was because my daughter and son-in-law had joined my husband's brothers and that I might not be dependent on them (brothers) that he might be able to make some provision for me. He did so for my sake. He said he did so for my sake and that I might take it as though my share had been put into my hands (ನಿನ್ನೆ ಪಾಲು ನಿನಗೆ ಕೈಯಿಗೆ ಬಂದಹಾಗೆ ತಿಳಿಕೊ ಎಂತ ಹೇಳಿದರು). Soon after issue of these notices, my husband hurriedly got the accounts gone into. After Chinnappa's death Ramaswami Iyer was sent to Bombay on the same day that Mr. Kumaraswami Sastriar left for Madras and Ramasamy was asked to return within a week with certain accounts relating to some moneys in dispute, and he told me afterwards that Ramasami Iyer sent the accounts. Eight or ten days after I returned from Negapatam, my husband went to Madras, told Mr. Kumaraswami Sastriar that he had issued the notices through Brightwell and Morseby, that he had got divided and obtained from Mr. Sastriar a draft Will and after his return from Madras he read over that draft Will to me and explained its contents in Tamil. One month after that my husband got ill. He was well during that month and was attending office.

Question :—You referred to some Calcutta matter in connection with the notices. What is it?

Answer :—My husband told me that one woman in Calcutta had got the property like this, after her husband's death, because he had issued such notices during his life-time. He told me that such a thing had become recognized in all Courts.

[(a) Question :—What happened after your husband brought the draft Will and explained the contents to you ?

Answer :—My husband told me that he had given me all the properties, and even more than what Mr. Sastriar had given and that if the son-in-law and the daughter were behaving properly (ಸರಿಯಾಗಿದ್ದರೆ), I might give the properties to them, otherwise that I was at liberty to take any boy I liked in adoption. He said I might take even my grand-daughter. Kamalamma's son if I liked and I told this to Ramaswami Iyer. My husband told me that he had written and kept that he had given even more than what Mr. Sastriar had given. He said that he had written and kept the Will in the Rotary desk along with the partition deed.](b).

The portion in brackets and between (a) and (b) is objected by the Advocates for defendants 1 to 5 and 7 on the ground (1) that the case under the Will had already been given up and (2) that this is setting up a new case not disclosed in the plaint.

(As the deposition was being read out to the witness and translated in Kanarese, the witness added that she had filed a typed copy in Court of the Calcutta decision referred to by her).

Read out, translated to the witness in Kanarese which the witness understands and admitted by her to be correct.

The deposition was given in Kanarese in answer to question put in Kanarese.

(Signed) C. N. Narasinga Rao,
21-5-25.

(Signed) Meenakshi Ammal.

22nd May 1925.

Examination of Mrs. Meenakshi Ammal continued: Recalled and duly affirmed.

It was on a Friday, ten days before his death that my husband told me that he had kept the Will in the Rotary desk. On Saturday I had my period. On Sunday H. H. the Maharaja came to see my husband. At 3 p.m., on that day my husband sent me the key bunch through Daffedar Mohideen saying that I should keep it carefully. After my bath on Tuesday I went and saw my husband about 8 or 9 a.m. I asked him why he had sent me the keys. He said that Nanjappa was sitting out on the varandah all day and that the children from Chikkabungle were coming frequently. "Why should they see papers." He added that they might tear up the papers, "What can I do if they tear up the papers," he said:—

The Maharaja was expected that day and his bed had to be arranged so that he might receive His Highness, and while making such arrangements that Nanjappa may remove the keys and interfere with the papers. I told him that I had kept the keys with me safe, and came downstairs after a while. He died on Saturday night, and the body was removed on Sunday morning. He had the impression that proper medicines had not been given to him during his illness. He was constantly enquiring if my daughter Lakshmi had not come. By Nanjappa, I mean Mr. Srikanteswara Iyer. (Doctor Atchuta Rao, our family Doctor, was attending on him, as also Doctor Krishnasami and my nephew (brother's son) Venkataramanan was administering medicines and diet to my husband). The above was in answer to the question "Who were the males who had the supervision in respect of medicines, etc. to be given to your husband ?"

Ramasami Iyer came to Bangalore two days before my husband's death. My husband was moving about before Ramasami Iyer came. During the last two days he was unable to move about, but was able to talk and he was talking

to Ramaswami Iyer in my presence until Dr. B. Nanjappa warned me that as fever had just then come down, people should not be allowed to talk to him and I should call away Ramasami Iyer. My husband was talking with Ramasamy about the Mills and Nilambur affairs. He grew worse on that night, (i.e., Thursday night) had continuous and high fever on Friday and died on Saturday. That night (Thursday night) my husband was talking to me about Mills and Nilambur affairs. I heard my husband telling Ramasamy Iyer that the accounts which he had been asked to send within a week had been received, and that Shama Iyengar had seen them and that the accounts were in the drawers of the Rotary desk.

Question :—What happened after your husband's death ?

Answer :—Nothing happened after my husband's death.

My daughter came on Friday morning and my husband was not conscious of her having come.

Question :—What happened to the keys that you said that your husband had sent to you ?

Question objected to.

Question :—Did anything transpire after your husband's death ?

Question objected to as having been already put and answered.

Answer :—My daughter said on Sunday evening that her uncle wanted the keys. I said I would not give the keys until ten days elapsed, and however inimical he might be, it was not proper that he should search the boxes and desk and I flatly refused to give the keys. The same day my mother's people came here and we were all weeping. My daughter again asked me for the keys that day saying that some important papers of the Mills had to be taken out as they were urgently wanted. I said "if the papers were so urgently required, why did he not take them out on Thursday itself while he was talking to my husband," and I again refused. Afterwards, my daughter left off asking me for the keys and began to ask my mother. My mother was a woman of old-world ideas and she told me that Ramasami Iyer was like a son to me and that he would not deceive me. She also said "you have none else to look up to except Ramasami and your son-in-law and you should be friendly with them." She advised me to give away the keys, and I gave them.

(My daughter told me the next day that my husband had left everything to me absolutely and had left nothing at all to her and saying this she wept. I consoled her saying that my husband might have done so out of anger as she did not behave properly towards him ; I also said "To whom else except you and your children am I going to give the properties").

[This portion in brackets is objected to by all the defendants except the 6th defendant.]

I told her to put it back in the table, and lock it and bring me back the keys. By 'it' I meant the papers containing the writing giving me the properties. On the seventh day, my daughter and Ramasami Iyer came to me and gave me the keys and a book. Some days after we removed to this Bungalow (Rama Villa) where I am now living, Ramasami was lying ill at the "Chikka Bungale." I went and saw him and asked him to effect a partition saying that many days had passed and he had done nothing. I asked him to go over to my place and have a talk. He never came to my bungalow but he went away to Bombay.

Question :—After you saw Ramasami Iyer in the "Chikka Bungale" and he left for Bombay, what happened ?

Answer :—My daughter had died four months previously in the big bungalow. My brother came to condole with me. Meanwhile Ramasami Iyer returned from Bombay, and I sent my brother to fetch him. He did not reply properly, nor did he come. Afterwards we three, viz., myself, my brother and Engineer Ramasami Iyer's younger sister's husband opened the Rotary desk, as Ramasami Iyer did not come although I sent for him twice. When we opened the desk, we did not find any of the writings that my husband had mentioned to me. Thereafter I got two or three letters written in Tamil in my name by my brother to Ramasami Iyer at Bombay.

* * * * *

[Re-called and solemnly affirmed.]

I do not remember the dates when I got these notices sent. My brother has got the notes of the dates. No replies were given by Ramasami Iyer to these notices.

(Mr. Shankarnarayana Rao requires the first defendant to produce the notices. Mr. L. A. Govindaraghava Iyer says for the first defendant, that he has the notices ready, but before they are shown to the witness he would like to cross-examine the plaintiff on them.)

After this, I sent for my Lawyer Mr. Shankarnarayana Rao, and instructed him to go to Mr. Ramasawmi Iyer and talk to him. Nothing came out of it, and he (S. Rao) issued notices. Some replies were received and the suit was filed.

After my husband's death I remained in the big bungalow. My husband did not want that big bungalow to be sold, and he wanted that I should live there all my life. I also wanted that my grand-daughter's marriage should be celebrated in that bungalow on a grand scale inviting His Highness the Maharaja and I also did not want the bungalow to be sold. My husband said that those who came after us may retain the bungalow if they can; otherwise they may sell it to the Government which was ready to buy. By "those who come after us" I mean my adopted son.

Question :—What are the circumstances in which you had to leave the big bungalow for Rama Villa?

Answer :—Ramasami Iyer told me that he was trying to sell the big bungalow to the Government, but he was not likely to get good price therefor from Government. I do not know how much was paid, nor that time had been taken. Ramasami Iyer said that Engineers would be coming and that I had to vacate. Policemen were watching and I was alone, so I removed to this bungalow. I do not know when it was sold to Government or for what price. Ramasami Iyer never told me any of these particulars. I do not know even now for what price it was sold. I was told by somebody that if I did not take steps within three years of the sale my rights to a share would become barred by time, and so I got this suit instituted. I was told that my signature would be required for the sale. I was waiting for it. As I was not asked to affix my signature I thought the bungalow had not been sold.

Question :—What was the state of feeling between your husband and Mr. Sreekanteswara Iyer?

Answer :—My husband had always suspicions about him. They grew stronger as my husband went on examining accounts. My husband found discrepancies in the accounts increasing as he went on examining them. My husband said that after the accounts had been settled through Mr. Kumarasami Sastriar he found that 2,00,000 (two lakhs) were due by Mr. Sreekanteswara Iyer and he added "You wait for two months. You will see me put him (S. Iyer) in Jail." I do not know if my husband told this to Mr. Kumarasami Sastriar. I have attached a schedule to the plaint showing all the properties in which I claim as a share just as my husband had told me. I cannot read English manuscripts.

Question :—Did your husband maintain a small diary?

The question is objected to (whole portion).

Question :—Can you identify the diary, if shown to you?

Answer :—I can identify my husband's writing though I cannot read it. So I can identify the diary.

Question :—Look at this diary. Can you identify it.

Question objected to.

Answer :—This diary contains an entry as to when my husband went to see Mr. Kumarasami Sastriar and so I gave it to my Vakil.

I point out entry of Saturday, the 10th February 1917. (The Diary is marked Ex. L. and the above is marked L-1). I identify the writing in the said entry as that of my husband's.

(The witness is referred to the entries of 3rd, 4th, 5th and 6th August 1917.)

The entries now shown to me are in pencil. I cannot read them. They are in my husband's writing.

(Mr. K. Shankaranarayana Rao wants to mark the entries as exhibits. This is objected to. The entries from 3rd to 6th August are marked Exhibit L-2.)

Question :—Have you any jewels and furniture in your possession ?

My husband had elephant tusks, carpets and other articles and lots of furniture that belonged to my father-in-law. They were brought from Tumkur to Bangalore to the big bungalow in 21 carts. The elephant tusks, carpets, and lots of furniture were not taken by me to "Rama Villa." My brother's son picked up a few and brought them to 'Rama Villa' where they are now with me.

I have got with me the jewels given to me at my marriage and out of my mother-in-law's jewels, after my father-in-law's death, two pairs of diamond bracelets were given to me by my husband through Nanjappa. He also distributed the other jewels to other members of the family. In the distribution he gave ವಜ್ರದಉಡ್ಡಿಗೆ to Chinnapa's wife and a pearl necklace to Chinnappa's son Sami, a jadabille (ಜಡೆಬಿಲ್ಲೆ) to my daughter Lakshmi, and a similar one to Subbalakshmi. A (ರಾಕಿಡೆ) was given to Subbalakshmi's sister. A pair of diamond voles ವೊಲೆಗಳು and some gold jewels belonging to my mother-in-law were given to Viswanatha Iyer's wife. Many other jewels were also distributed to others. One pair of Chandra Murugus was given to Ramasami's wife as also a pearl necklace.

Cross-examination reserved.

Read over, translated into Kanarese and admitted to be correct.

(Signed) Meenakshi Ammal.
(Signed) C. N. Narasinga Rao,
Commissioner.
22-5-25.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs.

K. S. Ramasami Iyer and others... ... ... Defendants.

29th May 1925.

Cross-examination of Mrs. Meenakshi Ammal (plaintiff) recalled and solemnly affirmed.

Exhibit M is the copy of the decision filed by me in Court.

Cross-examination.

The materials for the statements in the plaint were all furnished by me. Nobody assisted me in furnishing the particulars. Neither my brother nor anybody else assisted me in giving the particulars. The plaint was prepared on the strength of the particulars given by me which were either those of which I had personal knowledge or those which were given to me by my husband. My brother was present at the time when the plaint was prepared ; but he did not furnish any information. There was no one else except my brother when I got the plaint prepared. I got my lawyer home to prepare the plaint and I gave him the instructions. I sent my Lawyer to Sir C. V. Kumaraswami Sastriar first before preparing the plaint, to inform him that my share had not been given to me inspite of my request and to ask what had to be done. Mr. Shankaranarayana Rao said that Mr. Sastriar had told him that there was no difficulty in getting my share and that I might file a suit. I do not, however, remember exactly what my Lawyer told me about Sir K. Sastriar's reply. I got the plaint prepared after looking into

papers which were favourable to me and from my personal knowledge. I remember to have looked into the first notices which my husband had given to me and certain other typed papers which I do not remember. I also looked into certain letters written to Mr. Subbraya Iyer by my husband asking him to tell Judge Mani Iyer that my husband was examining the accounts. My husband had preserved all papers connected with the notices and I handed over all of them to my Lawyer. Before giving the papers to my Lawyer I did not examine them. I did not show the papers to my brother either, as he does not know English. I cannot say wherefrom I picked out the said papers. The papers and the notice that I gave to Mr. Shankaranarayana Rao, had all been given to me by my husband, and I kept them in a separate box of mine. My husband gave me these papers after he had sent a reply to the reply notice of his brother. He gave them to me one month after he had sent the said reply. He gave them to me as he did not know how things would go and so that they might be of support to me. He said "I am one and all the rest are one". He did not look into these papers after he had given them to me. He never took them from me again. The box in which I kept these papers was the iron safe downstairs in which I used to keep my jewels. I had the key of this safe always with me.

My husband got into service when 21 years of age. He was about 50 or 51 when he died. He began as Private Secretary to my father-in-law and continued as such for about 4 years. He went then to Kolar as Assistant Commissioner. Then after 7 or 8 years he went to Chickaballapur as Sub-Divisional Officer. He was there for 4 or 5 years. From there he was transferred to French Rocks Sub-Division. He was there for less than 2 years. Afterwards he became the Deputy Commissioner of Tumkur. When my father-in-law died, my husband was Sub-Division Officer at French Rocks. He was in Tumkur for 7 or 8 years as Deputy Commissioner.

Visvanatha Iyer was not in Government service. Visvanatha Iyer was sent to Madras when my husband went to Tumkur. Chinnappa's children, Visvanatha Iyer, my husband's sister and her children were all kept together in Kumara Park by my husband when he went to Tumkur and my husband was sending them monies. As they could not agree amongst themselves Visvanatha Iyer went to Madras with his family. This was about 2 years after my father-in-law's death, i.e., not less than 3 years. When my father-in-law died Ramasami Iyer was in Madras studying for the B. A. Degree having yet to pass one branch. He was at Madras for 3 years studying for B.L., after completion of which he came to Bangalore, stayed here for 4 or 5 months and then went to Bombay. I cannot remember whether he stayed in Bangalore for months or years. When my father-in-law died Chinnappa was in the mofussil and not in Bangalore. Soon after my father-in-law's death Krishna Iyer took leave and remained in Bangalore. He left his family here and was often going to Bombay. He was so doing until the litigation of Akhilandayya was over. During my father-in-law's life-time I was not living with the wives of my husband's brothers for any length of time in Bangalore or elsewhere. On occaaions we used to meet in one place. My mother-in-law predeceased my father-in-law by a year and 8 months. There was no misunderstanding whatever between my mother-in-law and myself at any time. There was no misunderstanding whatever between my and my husband's brother's wives during my father-in-law's life-time. During my father-in-law's life time the relations between me on the one hand and my mother-in-law and the wives of my husband's brothers on the other hand had all along been very amicable.

The same amicable relations continued between the wives of my husband's brothers and me after my father-in-law's death until my husband died. Even now it is the same. I do not know if Mr. Kumaraswami Sastriar was coming to our house now and then during my father-in-law's life-time. After my father-in-law died, while I was at Tumkur and even while we were here Mr. Kumaraswami Sastriar used to come with his family and stay at Kumara Park. I was in Kumara Park once or twice when Mr. Kumarasami Sastriar came there. My husband was then employed at Tumkur. Mr. C. P. Ramaswami Iyer had come to Kumara Park and stayed there after my father-in-law's death. Before going

back he used to visit my husband at Tumkur. My husband had two sisters, the elder named Ananthalakshmi and the younger Parvathi. Ananthalakshmi lost her husband long ago when her eldest daughter Subbalakshmi was a year old. Parvathi is living with her husband. Ananthalakshmi Amma has been living with her brothers eversince her husband's death. Ananthalakshmi Amma has two daughters, Subbalakshmi and Rajamma. Rajamma is a posthumous child. There were the same amicable relations between me and Ananthalakshmi Amma as there were between me and the wives of my husband's brothers. At the time when Ramaswami Iyer returned from Madras after finishing his studies the relation between him and my husband were very good. My husband became angry with Mr. Ramaswami Iyer only when he learnt of the missing of some monies in the Mills. That was about 3 or 4 years after Ramaswami Iyer went to Bombay. As to how he came to know of the missing, I cannot say. He used to be saying to me "your foster son has done like this".

On that account my husband sent Visvanatha Iyer to Bombay to look after the Mills four or five months after the marriage of Thangamma, Krishna Iyer's daughter.

After Viswanatha Iyer died, my husband was telling me that Ramasami Iyer and Nanjappa were not sending the accounts properly. My husband was never complaining against Mr. Ramasami Iyer as long as Viswanatha Iyer was in Bombay. My husband was complaining that Nanjappa was extravagant in expenditure and had increased the debts and created complications in the business of the Mills having taken a Power of Attorney from my husband in Akhilandiah's litigation. He used to say like that of Nanjappa even during the time Viswanatha Iyer stayed in Bombay. Viswanatha Iyer stayed in Bombay all the time until his death, after he went to Bombay after Thangammal's marriage. There was no cause for any misunderstanding between my husband and Chinnappa but occasionally my husband would reproach Chinnappa by saying that he was spending extravagantly for marriages. In reply, Chinnappa would say "I was under the impression that with your approval Nanjappa and Ramasamy were spending like that—I do not know anything about it".

Viswanatha Iyer was in Bombay during the period when the marriage of Krishna Iyer's daughters took place except that of Thangammal and he used to come to those marriages from Bombay. Chinnappa removed to the small Bungalow two months before the Christmas holidays. At that time Lakshmi, my daughter was carrying Kamalamba and Subbalakshmi my husband's sister's daughter was carrying Kittu. My husband had written to Ramaswami Iyer that there was a rat-fall at his bungalow at Tumkur and that he proposed to send me and my daughter over to Bangalore. Ramaswami Iyer was here then. I cannot say how long before he was here. My husband told me that he had already written to Mr. Ramasamy Iyer when I asked him five or 6 days before I started with my daughter for Bangalore as to what arrangements he had made for our stay at Bangalore. My husband brought us to Bangalore. Chinnappa's wife Visalakshamma was not carrying then but her mind was somewhat deranged either then or two months before. My daughter objected to go to Bangalore on that account and so it was that they were asked to remove to Kumar Cot, the small Bungalow and so when we reached Bangalore and got into Kumara Park, Chinnappa and his family were not there. We came to Bangalore a month before the Christmas holidays began. I do not remember whether it was a month or a week before Christmas. Subbalakshmi was then in Kumara Park with her mother. My husband returned to Tumkur after having left us here. My husband came again to Bangalore a week before Christmas. We had given a telegram that his daughter was confined. He came to see her and the child. He continued to remain here until his niece Subbalakshmi was confined. Five or six days thereafter my husband left for Madras. He returned from Madras within ten days. He stayed in Bangalore for about 2 days and then left for Tumkur. He came to Bangalore again about the time of his mother's Shradha in the month of Thai. He came on that occasion on a Saturday morning. I cannot say when he returned to Tumkur. My husband came here for the purpose of

performing Shradha but he changed his mind and went away saying that he was not performing it here. He told me that he had come here as the time for the Shradha was approaching and that he wanted to perform it here in Bangalore. He told me this, the day after he arrived here. (Adjourned for Lunch.)

Cross-examination of the plaintiff resumed after lunch. Re-called and solemnly affirmed.

I had got the material necessary for the performance of the Shradha two days before the arrival of my husband. I do not remember if Krishna Iyer came to see my husband on the day of his arrival in Bangalore on that occasion. But I know he came to see my husband on the next day. I was not present when the brothers met. My husband told me that in answer to a question put to him by Chinnappa as to where my husband would perform the Shradha, he had replied that he was not willing to perform it here along with him and that he would go back to Tumkur and perform the "shradha" there. His reply to his brother was on account of misunderstanding due to their sister's removal from the Big Bungalow to the Small Bungalow. Krishna Iyer did not invite his sister to my knowledge to go to the Small Bungalow nor do I believe that he had done so.

It was about 4 or 6 p.m., that the conversation took place between the brothers. It was not my husband's habit to talk to me in any other body's presence and there was none when he told me of visit of Krishna Iyer. It was said that somebody else had accompanied Krishna Iyer upstairs but I do not know who it was. I did not go to Tumkur for the "shradha" as my daughter had been confined here. It is usual and it is desirable that one should perform a "shradha" in the company of his wife. I do not remember where Viswanatha Iyer was at the time. Viswanatha Iyer used to come to Tumkur from Madras for the Shradha. But he did not go to Tumkur that year, for the Shradha. Viswanatha Iyer had come to Tumkur from Madras subsequently on two or three occasions for the "Shradha" of his parents when my husband performed it there.

[The witness volunteers now that she made a mistake in the deposition before lunch and she wants to correct it. She says that it was her brother and uncle whom she sent to Sir C. V. Kumaraswami Sastriar for consultation before the plaint was prepared and not her Advocate Mr. Shankaranarayana Rao. Subsequently to Sir C.V.Kumaraswamy Sastriar sometime before his.] Sir K. Sastriar's (examination on Commission) I discovered this mistake of my own accord and was not prompted by anybody. I had a suspicion that I had made mistake soon after I gave the answer and I became sure of it during the lunch interval.

Question :—Did you not have a talk with your brother in the lunch interval ?

Answer :—I had no talk at all. He came into this room and went away.

I do not know where Viswanatha Iyer performed his mother's 'shradha' in the year in which my husband declined to perform it with Chinnappa. I do not know where Ramaswami Iyer performed it that year. Whenever it was convenient my husband and his brothers were performing the Shradhas together and whenever it was not so they used to perform it separately in the places where they might be.

I do not know when my husband's mother's Shradha fell on that occasion whether it was the next day after my husband left for Tumkur or any day thereafter. I do not know if my husband had obtained leave for the day on which the "shradha" had to be performed on that occasion.

My husband never sent any invitation letters in his own name in connection with any auspicious ceremonies such as marriage, etc., his brother's children. I do not know if my husband had issued invitations in his name for the Upanayanam of Visvanatha Iyer's son, notwithstanding that the relations between my husband and Visvanatha Iyer continued to be cordial until the latter's death.

I cannot say it because the Upanayanam was celebrated in Madras. My husband and I went to Madras for the Upanayanam. We stayed there for 4 days. Viswanatha Iyer prostrated himself before us and said "Your coming is like the coming of my parents."

(With reference to the portion, "I am one, and all the rest are one" the witness volunteers when the deposition was read over the following explanation. "After my death who will join you. All others will be one and you will be one, and these papers will be of use to you to file a suit").

Read over, translated to the witness in Kanarese and admitted to be correct.

(Sd.) Meenakshi Ammal.

(Sd.) C. N. Narasinga Rao,
Commissioner.
29-5-25.

30th May 1925

Cross-examination of Mrs. Meenakshi Ammal (plaintiff) resumed. Recalled and solemnly affirmed.

When my husband handed over the papers to me he said "Now all are friendly but when I am no more the world may join against you. Arm yourself with these papers and preserve them. They will be of use to you". There was no one else present at the time he said so to me. My brother was not here at the time the papers were given to me by my husband. He was then in this village.

When I came here with my daughter for the confinement from Tumkur as deposed by me yesterday Ramaswami Iyer was here. I do not remember if he went to Madras and returned by the time Subbalakshmi was confined. He was here when Subbalakshmi was confined. And he left for Bombay before the eleventh day. I do not remember if Lakshmi was confined before Sankaranthi (Pongal) that year and Subbalakshmi after Sankaranthi that year. Lakshmi was then delivered of a female child. Subbalakshmi was delivered of a male child. The betel leaf and sugar incident referred to by me took place the morning after the birth of the child to Subbalakshmi. It may be the 2nd or 3rd day. I do not quite well remember.

Question :—Were not the betel leaves and sugar given to you in a rattan plate ?

Answer :—I do not remember.

Question :—Did not your husband say "Was it given to you because she had a grand-son while you had only a grand-daughter."

Answer :—No. He said "Who is to give to whom ? Whose impertinence is this ?"

Question :—Was not your husband short-tempered ?

Answer :—No. He would get angry when people gave him occasion for anger. My father-in-law's annual Shradha falls on Amavasya in Avani month. My mother-in-law's annual Shradha falls on Navami of Suklapaksham in the month of Thai.

When Subbalakshmi's mother gave me the sugar as stated above by me she did not do it of her own accord, but did so at the instance of her aunt and her mother-in-law. When my husband threw the plate away, I did not say anything to him. He went straight upstairs.

We started to Rameswaram from Madras and we were at Rameswaram on the Amavasya day of Thai. My husband died before the next Thai. My husband, myself, my grand-daughters and Alamelu my brother's daughter formed the party to Rameswaram from Madras. We met Chinnappa and Nanjappa only in Rameswaram, not on the way. I do not remember quite whether we met them in Madura or Rameswaram. From the time when we met them in Madura or Rameswaram, till we came back to Trichinopoly on our return journey, Chinnappa, Nanjappa and ourselves were all together. Chinnappa was

accompanied by his wife and his last daughter Bhagyamma. Nanjappa was accompanied by his wife, his younger sister and his sister's daughter. With Nanjappa there were two Ursoos. We were in two or three houses in Rameswaram. We had one kitchen but our beds were in separate residences. From Rameswaram we went to Dhanushkoti. Chinnappa did not accompany us to Dhanushkoti as he was ill, but his wife and others accompanied us. We all returned to Rameswaram from Dhanushkoti. Shradhams were performed in Rameswaram, one Shradham by my husband and Chinnappa together and one by Nanjappa separately. We stopped at Rameswaram for more than a day but I do not remember for how many days. We returned to Madras in eight days. We halted on our way back at Madura and came to Trichinopoly. At Trichinopoly on our return journey we performed the Shradha of my mother-in-law, and we took train that night to Madras. We stayed while at Trichinopoly in the bungalow of Rajah Venugopal near the Railway Station. It was a big bungalow with an upstair building. Nanjappa and the Ursoos had left Trichy before we performed the Shradha. I do not remember whether the Ursoos or Nanjappa were stopping at that bungalow before they left Trichy or not. The Ursoos and Nanjappa did not accompany us to Madras but went away to Bangalore. The party that had left Madras returned to Madras from Trichinopoly. Chinnappa and his wife and daughter went from Trichy to Phalghat to attend his brother-in-law's son's Upanayanam. We stayed in Mylapore in Madras in the same bungalow that we had occupied before we left for Rameswaram. I do not remember how many days we stayed at Madras. It may be for about 10 days or two weeks. My husband told me that Chinnappa had come to Madras then for getting spectacles. I do not know for how many days Chinnappa stayed in Madras or where he stayed. He was not with us. I do not know what all conversations passed between Chinnappa and my husband then. Mahadeva Iyer, my son-in-law, and my daughter came and were stopping with us in Mylapore then.

Before the notices were given by my husband to his brothers through his Solicitors, he had told me that both Mr. Kumaraswami Sastriar and Judge Mani Iyer had advised him to forthwith get notices issued without waiting for the accounts. Afterwards he informed me that he had issued the notices. My husband had himself an idea of giving the notices and he was also advised to do so by Mr. Kumaraswami Sastriar and Judge Mani Iyer. My husband told me the very day that he issued the notices at Madras that he had done so. He did not give me the particulars of the notice. But he said he had issued them through Messrs. Brightwell and Morseby. There was no adult present at the time my husband told me so. We left Madras about a week later. Thereafter when the notice was issued Chinnappa was in Bangalore. Viswanatha Iyer was not alive. Ramaswami Iyer seems to have been in Bombay. I do not know if my husband had gone to Madras after getting the first notice issued to consult the Solicitors about the matter of the notices. Chinnappa replied to the notices issued from Madras. My husband replied to it. Chinnappa did not then reply. My husband read to me the reply which Chinnappa had sent him directly after it was received. I cannot say if Chinnappa had sent the reply on behalf of Ramaswami and Venkataramayya. The notices will show on whose behalf they were issued. In the reply of Chinnappa that he read to me, it was stated that my husband was responsible for the debts and that he could have sold Kumara Park and discharged them, Chinnappa having already removed to small bungalow and that my husband was responsible for several articles of furniture. The interval between my husband reading Chinnappa's reply to me in Bangalore and his telling me at Madras of the issue of notices to his brothers was about 10 or 12 days. As I was not quite attending to what he was reading he said "Perhaps you think that it is the language of a fool (Madaya) and you go away." I was always under the idea that I would predecease my husband and did not concern myself with the matters. I thought that my husband would look after these matters. My husband sent a reply to this through his Solicitors, within a month thereafter. I do not know if my husband received any reply from Mr. C. P. Ramasami Iyer on behalf of Chinnappa. Mr. C. P. Ramasami Iyer was Chinnappa's Vakil.

In the interval between my husband's reading out to me the reply of Krishna Iyer to him and his handing over to me the copies of the notices with the connected papers, my husband was stating to me "See, my reply has floored him. He has not dared to give any reply." It was within a week of his reading out to me the reply of Krishna Iyer that my husband handed to me the notices and the connected papers. Those papers together with the typed written copy of the Calcutta decision Exhibit M and other papers selected from those found in the Rotary desk, I handed over to my Lawyer for preparing the plaint. I had made a bundle of all the papers that were in the Rotary desk and I gave that bundle to my Lawyer. Panchanatha Iyer, a relation of mine and the brother-in-law of S. A. Ramaswami Iyer the Engineer, residing in the adjacent bungalow, and who knows English took them out and bundled them. He was assisted by my brother's son and son-in-law who know English. My brother's son's name was Venkataraman. He died a year ago. My brother's son-in-law's name is Raju. He is alive. The papers were bundled after each was read over by them to find out which were useful and which not and then the papers were bundled up. The papers that were considered useful were bundled up. All this took 8 or 10 days. That bundle was kept in the opposite room, I do not quite remember. It was two or two and a half years after my husband's death and subsequent to my removal to this bungalow, that the looking into the papers and the bundling of them took place. It was about a year after I removed to this bungalow and it was nearing three years after the sale of Kumara Park that this took place. I had never opened my husband's Rotary desk after my husband's death, before it was opened and the papers examined by Panchanatha Iyer and others.

I filed the suit within 2 or 3 months after the Rotary desk was opened and the papers looked into. All the papers that I gave to my Vakil for purposes of the present suit or that I have filed in Court or that I had in my possession relating to this, inclusive of those that were given to me by my husband, were either in the iron safe down-stairs in Kumara Park, in which I used to keep my jewels or in the Rotary desk of my husband and nowhere else.

From the time when Ramaswami Iyer and my daughter handed back to me the keys of the Rotary desk, as deposed to by me in the examination-in-chief to the time when I opened the desk in Rama Villa and Panchanatha Iyer examined them, the keys of the desk had all along been with me and no one else. The iron safe in which I used to keep my jewels, I brought over to Rama Villa along with the Rotary desk when I removed to Rama Villa. If I had said anywhere that within 3 months of my removal to Rama Villa I opened the desk, it must be a mistake and cannot be correct. The draft Will filed in the case and annexed to the plaint was found in the Rotary desk. I do not remember which particular individual among the three named by me that picked the draft Will from the Rotary desk. It was then that I found that the Will executed by my husband was missing and my brother's son-in-law told me then that the draft Will found was not in my husband's writing. I affixed my signature to the plaint after satisfying myself to the correctness of the allegations contained therein when it was read out to me by my Lawyer.

I hear read and translated para 6 of the plaint relating to the discovery of the loss of the Will and other important papers. All the allegations made therein are true. My mother died in Kurumanangudi in the Panguni of the year that I removed to "Rama Villa". I am certain that my brother came to Bangalore 4 months after my mother died and it is only after he came here that the Rotary desk was opened.

Question :—You say that the Rotary desk was opened after your brother arrived in Bangalore 4 months after your mother's death. Even that takes you to July and August 1919, how do you reconcile this statement with the allegation in para 6 of the plaint.

Answer :—I do not remember. (Adjourned for lunch).

Cross-examination of the plaintiff Meenakshiammal resumed.—

Re-called and solemnly affirmed.—The 1,000 rupees that I referred to in the examination-in-chief as having been arranged by my husband to be taken by

Ramaswami Iyer when he sent Ramaswami Iyer to Bombay was the remuneration my husband was entitled to for the work he was doing as Agent of the Mills. The Agents of the Mills were a Company known as Dorasamy Iyer and Company which came into existence after Akhilandayya's litigation terminated. Akhilandayya's litigation terminated 2 or 3 years after the death of my father-in-law. I do not know if Ramaswami Iyer had a share in Dorasami Iyer & Company. At first my husband was solely entitled to the business. As the money given to my father-in-law by H. H. the Maharaja had been utilized in Akhilandayya's litigation and my husband did not want to defraud his younger brothers, he gave shares to his brothers in the concern.

Question :—Was Nanjappa a partner or not in Dorasami Iyer & Company ?

Answer :—No. He was merely holding a Power of Attorney. I do not know who had given him the Power but my husband was complaining that he had made Nanjappa an Agent and was suffering for it.

My husband told me that the Power had been revoked. The revocation was one year before my husband's death. He mentioned it to me one month or so after he had revoked. I do not remember exactly. I do not know when the Power of Attorney was executed but it was after my father-in-law's death and after Akhilandayya's litigation ended. I do not know if any Power had been given to Nanjappa in connection with Akhilandayya's litigation, but Nanjappa had taken leave and had gone to Bombay in connection with it. For how long I cannot say, it may be for six months or one year at a time. Nanjappa had for a long time the charge of our family affairs during the life-time of my father-in-law. He first became connected with the affairs 2 or 3 years after my husband went to Kolar. After my father-in-law's death, Nanjappa and my husband were both attending to the family affairs, but so far as the Mill business was concerned Nanjappa was alone looking after it.

When the deposition was being read over to the witness, she corrected herself by saying that it was not to Dhanushkoti that Chinnappa did not accompany, it was to Dharbhasayana he did not accompany.

While the portion of the deposition relating to the plaintiff's filing the suit within 2 or 3 months after the rotary desk was opened, the witness said "I do not remember whether it was a year or 3 months after the desk was opened that I filed the suit."

Read over and translated and admitted by the witness to be correct.

(Signed) Meenakshi Ammal.
(Signed) C. N. Narasinga Rao,
Commissioner.
30-5-25.

31-5-1925.

Cros -examination of the plaintiff (Mrs. Meenakshi Ammal). Continued. Recalled and solemnly affirmed.

I do not know if Nanjappa was sending to my husband from time to time accounts relating to his management of the Mill business. After my father-in-law's death some letters used to pass between my husband and Nanjappa in respect of the Mills affairs. My husband used to sign some papers relating to monies. Whether Nanjappa alone sent those letters or he and Ramaswami did so, I cannot say. The correspondence at times related to the prospects of the concern, the buying of cotton, etc.

Thangamma's marriage that I referred to already took place after my husband came to Bangalore on promotion. I heard it mentioned that Chinnappa used to live in the Small Bungalow occasionally even during my father-in-law's life-time. But I was not here on such occasion. The Shradha of my mother-in-law performed in Trichinopoly on our return from Rameswaram as deposed by me yesterday was performed by my husband and Chinnappa jointly. Chinnappa did not perform it separately. Chinnappa was very ill, then. Notwithstanding that Chinnappa was so ill, he went with his wife and daughter to Palghat that very

day to attend the Upanayanam of his brother-in-law's son. My husband's telling me that he had met Chinnappa in Madras while the latter had come there for spectacles was before we went to Rameswaram. I have stated so yesterday.

I hear the portion marked A and within brackets in red pencil (pages 43 and 44) read out to me and translated.

Question :—In this passage that was read to you, you stated my husband told me that Chinnappa had come to Madras then for getting spectacles. Is that correct or not ?

Answer :—No. I do not remember to have deposed as read out to me. I am surprised. It was not after our return from Rameswaram that my husband told me of his having met Chinnappa in Madras. But it was before we left Madras for Rameswaram.

My husband sent the notices to my brother-in-law Chinnappa when he was very ill. At the time when my husband came to attend the Upanayanam of Chinnappa's sons Sami and Subbamani, he had taken leave ; for how many days I cannot say. My husband told me when he sent Viswanatha Iyer, that he had put him in the place of another person whom he had removed and that a salary of Rs. 300 had been fixed for him. In the case of Mr. K. S. Krishna Iyer who went to Bombay in connection with the Mill business as deposed to by me, my husband arranged that he was to take what he wanted from the Mills. I do not know if any salary was fixed for him. I do not know if any salary was fixed for Nanjappa, or if the arrangement was that he should take what he wanted from the Mills. There must have been some arrangement and the accounts will show it. My husband never told me that he had given a Power of Attorney to Chinnappa.

The differences between the brothers that I referred in the examination-in-chief having reached climax 2 or 3 years before my husband died were in reference to no attempts having been made to discharge debts, and to monies having been taken by the brothers in an extravagant degree, my husband having not himself taken a pie. My husband told me that he refrained from taking monies from the Mills for fear that his brothers might take ten times what he might take he took any money. He was spending from his salary and he was also borrowing monies on his own account. What I meant by climax was that two or three years before his death my husband felt that the debts had increased to very large proportions. (The witness adds : my husband also told me that one set of accounts had been kept for the Mill business, but a different set of accounts was being to him).

He used to say so now and then but for how many years he was so saying I cannot say. I do not remember whether my husband was so complaining during the time that Viswanatha Iyer stayed in Bombay or after his death. But he said that Viswanatha Iyer had got out correctly the accounts for the period prior to his going to Bombay.

My husband was saying that he had to take over the debts of Chinnappa. This he was saying during the life-time of Chinnappa. My husband said after my return from Negapatam which was after Chinnappa's death, that he had to feed Chinnappa's children and discharge his debts, and that he would then make over to Chinnappa's children the shares pledged. On the occasion, he also said that he had arranged that Ramaswami should take 800 rupees and Viswanatha Iyer's son should take what Viswanatha Iyer was taking and the rest of the Mill income should go to the discharge of the debts.

I hear the paragraph now read and translated to me out of my deposition marked with the letter (b) in red pencil in page 6 referred to my husband's statement in this passage was made to me before I left for Negapatam. This statement he made to me 10 or 15 days before I left for Negapatam. My husband did not tell me how much debts he had paid off. He was saying that only a little of the debt remained undischarged. My husband told me there was no debt of his left undischarged but that he had left 3 lakhs of rupees of his in the Mills. My husband has not given to me any papers to show to what extent he had

discharged the debts. I have no proof with me to show how much debts my husband had discharged or what debts. My husband said that he had money and with it he would take over the shares. This statement was made to me after my return from Negapatam.

Before filing the suit I did not make enquiries about what debts remained undischarged and what had been paid off. But my husband had told me that there were no debts to be paid. My husband told me after my return from Negapatam that he had taken over the shares of Krishna Iyer. My husband also told me that he was looking into the accounts that he had sent Ramasami Iyer to Bombay to bring some accounts within a week, but that in the meantime Mr. C. S. Dorasami Iyer, Advocate asked for an increase over Rs. 300 per mensem which had been fixed for Chinnappa's children. Mr. C. S. Dorasami Iyer was looked upon by my husband as though he were his brother or son-in-law. Dorasami Iyer was helping my husband in looking into the accounts. My husband was surprised that even such a person should have taken sides and asked for an increase of the allowance to Krishna Iyer's children.

I do not know with whom the 50 shares referred by me had been pledged. My husband did not tell me that he had redeemed the shares. The shares had a face value of Rs. 1,000. I do not know their market value. The shares had been pledged by my husband, for how much I do not know. I do not know if my husband attended the marriage of Alamelu, Chinnappa's daughter at Chickmagalore. I was not here then.

Cross-examination of plaintiff resumed.

Re-called and solemnly affirmed.

After returning from Madras after the Rameswaram trip, I was in Bangalore until my husband died except when I had gone to my village. I see the entries of the 11th June 1917 in Diary, Exhibit L. The writing is my husband's. Of the names referred to therein "M" refers to myself. Kamalambal and Alamu are my grand-children and Alamelu is my niece, my elder brother's daughter and Venkataraman is my brother's son. I have only one uterine brother, his name is Ayyasami Iyer.

We went to Kurumangudi for the marriage of Alamelu, my niece above-mentioned. (The entry in the same diary of 11th June 1917 is marked Exhibit V.)

I see the entries in Exhibit L relating to the 1st of August 1917. They are in the handwriting of my husband. "M" in the said entry is myself. Kamalambal and Alamu are my grand-children. The entry of 1st August of 1917 is marked Exhibit VI.) That entry must have been made by him on the 1st August. I was in Kurumangudi and adjacent parts from 11th of June 1917 to the 1st August 1917. It was in Bangalore that my husband told me to preserve the notices and papers which he gave me. When my husband gave me those papers to be kept safe by me I told him I did not expect to survive him.

When I left for Kurumangudi Chinnappa was better in health. I wa not in Bangalore when he died. The reason why my husband related to m about the Sastriar's arrival in Bangalore, etc., as deposed to by me in examina tion-in-chief soon after I arrived in Bangalore from my village was because th events took place in my absence. There was no other reason so far as I know My husband did not tell me that Mr. Kumaraswami Sastriar effected a partition between himself and his brothers. What I stated in examination-in-chief that my husband told me that Mr. Kumaraswami Sastriar had effected a partition is correct. My husband did not show me any writing which showed the partition effected by Mr. Kumaraswami Sastriar. But he said the papers were all with him. My husband did not tell me anything about stamp paper. My husband did not mention to me the name of Mr. C. S. Dorasami Iyer at all on that occasion in this connection. Mr. C. S. Dorasami Iyer was the only Lawyer that was coming to my husband in Bangalore and he was looking into the accounts. My husband did not show me any papers when he spoke to me like this. That was the first time that I came to know that my husband was taking steps to have a division effected. I informed this to my Lawyer Mr. Shankaranarayana Rac

before the plaint was drafted. There was none else present at the time my husband told me about this effecting of division by Mr. Kumaraswami Sastriar. I cannot give any reason why the fact of Mr. Kumaraswami Sastriar's having effected a division or of my husband telling me of this, finds no place in the plaint.

Perhaps it may be because that no partition deed had been registered. I have not mentioned in any of the Tamil notices that I sent to Ramaswami Iyer or to Nanjappa the fact of my husband having told me about Mr. Kumaraswami Sastriar having effected a partition, as stated by me already. I did not so mention, as I did not consider it to be such an important matter as requiring mention in the said notices.

Read over, translated to the witness and admitted by her to be correct.

(Signed) Meenakshi Ammal.
(Signed) C. N. Narasinga Rao,
Commissioner.
31—5—25.

1—6—1925.

Cross-examination of the plaintiff Mrs. Meenakshi Ammal continued.

Re-called and solemnly affirmed.

My daughter and Mr. Mahadevan my son-in-law were on affectionate terms with each other, after they went over to the side of her uncles, Chinnappa and Ramaswami Iyer. That was some little time before Chinnappa's death, but how long before I cannot say. It may be months or years. Until then I and my daughter were on affectionate terms. They were not so affectionate as before. Our relations were on a par with what they were with other relatives. But there was no ill-feeling between us. During my absence it appears my daughter was in the small bungalow for condolence on Chinnappa's death, but did not go to see her father who was ill. So my husband told me. My son-in-law was taking my daughter to task for her father not having got her a bungalow. There was no other cause of ill-will between them. I cannot say whether the relation between Chinnappa on the one hand and my daughter and her husband on the other were always of the same degree of cordiality or whether they underwent any change. It was on hearing that Nanjappa was going to Rameswaram that we also decided to go there. I see the letter now shown to me, dated 16-1-1917. It is in my husband's handwriting.

The letter is marked Exhibit VII, dated 16-1-1917.

I hear Exhibit VII read and translated. I know that my husband wrote it from Madras to Nanjappa.

Question :—Were your husband and Nanjappa friendly at that time ?

Answer :—They used to be speaking with each other and sometimes they were quarrelling over accounts. How can I say whether they were friendly then or not.

I do not remember whether my husband revoked the Power of Attorney which he had given to Nanjappa before or after the writing of this letter.

My daughter's children were living with us, i.e., myself and my husband but they were stopping with their parents for a month in a year. My grandson, however, used to remain mostly with his parents. My daughter once came from the Chickbangle and asked my husband to send with her, her children who were then with us. My husband refused to do so saying they were better with him than with them. Except on that occasion, I have not known my daughter pressing for her children being sent to her. I see the entry in Exhibit L, dated 7th August 1917. It is in my husband's writing. [The entry is marked Exhibit VIII. This is marked in Exhibit L (diary).] As stated there, my husband returned to Bangalore on the morning of the 7th of August 1917. The conversation between my husband and myself as to what had taken place in Madras was on the 7th August itself. My husband read and explained to me the draft which he had

brought from Madras from Mr. Kumaraswami Sastriar. He did not give the draft to me. My husband did not give it to me though he had handed to me the previous notices before I left for my village. My husband did not execute and give any Will to me on that date. My husband did not execute any Will that day. That night too, my husband was speaking to me about the same matter, but he did not mention to me any more terms or any more matters than what they were contained in the draft that he read from in the morning. It was on the Friday of the week, preceeding that of his death, that my husband told me that he had given me more than what Kumaraswami Sastriar had given in the draft. I do not know what my husband did with the draft that he read to me on the 7th August. There was none else present when my husband spoke to me on the 7th. He was getting slight fever then, but he was moving about and attending office, and there was nothing serious. The next time that my husband spoke to me about the partition or Will was only on the Friday of the week preceeding that of his death. There was no special reason for him to have told me about the Will that Friday. But he mentioned it to me of his own accord. He said so to me at about 8 or 9 in the morning that Friday. He did not hand any Will over to me on that day. Nor did he show me any Will on that day. My husband has not also shown me any unsigned partition deed on that day or on any other day. My husband did not mention to me what it was, that he had given to me in excess of what Mr. Kumaraswami Sastriar had mentioned in the draft. I did not question him what it was that was so in excess. I had not seen the Will before my daughter brought it to me after my husband's death and wanted me to see it saying, "Look at this, don't you know my father's handwriting." ? "I said then I did not want to see it." I told her to keep it safe in the Rotary desk and I have not seen it since. There was none else present when my husband told me about his giving me more than what Mr. Sastriar had written in the draft. Of those who were present at the time my daughter brought the Will to me and asked me to look at it, my brother Ayyasami Iyer and his son-in-law Krishnamurthi alias Raju are alive. My sister Akhilandamma was also present and she is alive. No one that was present at the time when my daughter asked me to look at the Will handled it and my daughter took it back forthwith. My husband did not hand me the keys of the Rotary desk on the Friday when he spoke to me of having executed the Will. My husband did not tell me the date on which he had executed the Will. The Will must have been executed after my husband returned from Madras. But how long after I cannot say. On the same Friday my husband told me that he had kept the accounts and the unsigned partition deed in the Rotary desk. My husband said that the said accounts and partition deed and the Will would be useful to me and so it was that he preserved them in the desk. He did not then ask me to preserve them. Nor did I say that I would keep them in the iron safe where I used to keep my jewels. If I have not mentioned in the plaint that my husband had executed a Will giving me more than what the draft of Mr. Kumaraswami Sastriar contained the omission must be due to want of memory.

Question :—Is it when you were examined by Mr. Shankaranarayana Rao that the fact came to your recollection ?

Answer :—I cannot answer the question.

I do not remember if the Maharaja came to visit my husband on Saturday. My memory is that His Highness came to visit my husband on Sunday. At about 6 o'clock in the evening, I was told His Highness the Maharaja had come. I sat out in menses at about 9 o'clock on Saturday. My husband's condition was serious on that Saturday, and he was complaining that proper medicines were not being given.

I hear portions of the letter alleged to have been written by Mr. Nanjappa to Ramaswami Iyer, dated 16th September 1917 relating to the visit of His Highness the Maharaja. I still say that His Highness visited my husband on Sunday and we all knew that day previously at about 3 o'clock that he would be coming. His Highness did not visit my husband on Saturday. I never went upstairs on Saturday. I do not know if the Maharaja came on Saturday. I knew

that the Maharaja had come on Sunday because my grand-children who were in the verandah told me so. Nobody told me that the Maharaja had come on Saturday. The Maharaja had visited my husband only once.

(The letter, dated 16th September 1917 written by Mr. Nanjappa to Mr. Ramaswami Iyer is marked and initialled for identification. It is not marked as an Exhibit).

My husband did not tell me who the attestors were of the Will that he executed nor do I know myself. I do not even know whether it was attested.

The witness volunteers :—My husband told me when he returned from Madras that Kumaraswami Sastriar had asked him at Madras to have the Will executed and attested in Madras. But that he said that he would execute the Will in Bangalore and had requested Kumaraswami Sastriar to go over to Bangalore.

* * *

Cross-examination of plaintiff continued.

Re-called and solemnly affirmed.

The Will that was shown me by my daughter after my husband's death was of folio size (Foolscap size). I did not examine it carefully and so I cannot say how many sheets it contained.

I see Exhibits N. O. P. Q. with their respective envelopes. They were issued by me and bear my signature. (These notices were called for by the plaintiff to be produced by the 1st defendant. They are marked Exhibits N. O. P. Q.

I hear read the 1st sentence in paragraph 4 in Exhibit Q marked Exhibit IX. The statement there is correct. By that sentence I meant that my husband brought the draft of a Will to be succeeded by another Will to be executed by him. When my husband sent me the keys of the Rotary desk on the Sunday preceding his death at about 3 p.m., I thought within myself that he must have so sent it as Rahukalam was coming on, which on Sundays begins at 4-30 p.m. Mohideen, the peon through whom my husband sent me the keys is alive. Nanjappa was in the house then, he was in the upstairs. During the last illness of my husband, Nanjappa was stopping in the verandah into which the room in which my husband was lying ill opens, except when he had to go for meals. He used to go home to take his bed during nights. The reason that I gave in my examination-in-chief, for my husband's sending me the keys, viz., that the bed should be shifted on account of the visit of His Highness that was expected that evening, etc., was the only reason why my husband sent me the keys that day. The bunch of keys that he sent me contained four or five keys. The bunch included the keys of his portmanteau and other boxes. The Rotary desk was the only receptacle amongst those whose keys were sent to me which contained papers. I bathed on Tuesday and saw my husband about 9 o'clock in the morning. When I saw my husband on Tuesday morning, only my brother's son Venkataraman was with me. He is dead. I might have talked to my husband then about for half an hour. I myself asked my husband then as to why he sent me the keys. I did not ask him what papers he had kept in the desk. My husband said that he had sent the keys to me as it was not known exactly when His Highness would be arriving and as the bed had had to be shifted and as he apprehended that the desk would be opened and the papers taken out and torn. He also said "Why should Nanjappa or others look into the papers ?" His fears were that Nanjappa and Chinnapp's sons who used to be visiting him often might tear off the papers. I kept on listening to what he was saying. I never said anything in reply.

My husband asked me if I had preserved the keys safe, but did not tell me as to what papers he had kept in the desk, nor did I ask him. There was only one day that intervened between the day on which my husband sent me the keys and the day when he spoke to me as above. Dr. Krishnaswami was attending my husband during his last illness, and he was giving him injections. I did

not see Mr. Krishnaswami Iyer at all that morning, and I do not know if he gave any injections on that day.

What I have stated in paragraph 6 of Exhibit Q, marked Exhibit X, which is read out to me is correct. (The portion in para 6 of Exhibit Q is marked Exhibit X). I do not remember whether as stated in Exhibit X my husband had lost consciousness or not.

What I have written in the notice Exhibit Q is true.

I saw Ramaswami Iyer talking to my husband on Thursday night preceding his death. I do not know when he arrived at Bangalore from Bombay. My husband lost consciousness on the morning of the Friday prior to his death, and continued in that condition until he died. Prior to that, he was unconscious at intervals. The statements contained Exhibit XI (in Exhibit P) are true. The portion in Exhibit P is marked Exhibit XI.

I did not refer in Exhibit P to the conversation that my husband had with Ramaswami Iyer when he came here, but referred to his having arrived after my husband became unconscious, because I wanted Ramaswami Iyer to come to Bangalore and settle the partition. I did not refer in Exhibit Q to the conversation I had with my husband on Tuesday as I considered it unnecessary to do so.

My husband was displeased with Dr. Achyuta Rao as he had an impression that Dr. Achyuta Rao had not treated him medically properly. My husband had no suspicions against Srikanteswara Iyer alias Nanjappa that he did not get my husband properly treated. Dr. Achyuta Rao ceased to treat my husband on the Saturday previous to my husband's death, saying that the patient would not listen to him on account of his being the family doctor. Dr. Krishnaswami Iyer was treating him throughout. Dr. B. Nanjappa was also seeing him now and then. Dr. McGann also saw him during the later stages of his illness. So also Dr. Armugam. Dr. C. A. Nanjappa had also come.

Read over, translated and admitted by the witness to be correct.

(Signed) Meenakshi Ammal.

(Signed) C. N. Narasinga Rao,
Commissioner.
1-6-1925.

3—6—1925.

Cross-examination of the plaintiff continued. Re-called and solemnly affirmed.

Doctors Nanjappa and Krishnaswamy Iyer, were giving medicines to my husband. The others abovenamed were taken in for consultations. Lakshmi, my daughter asked for the key on Sunday alone. I remember it was the key of the iron safe or iron-box that she wanted. I have mentioned it in the Tamil notice.

My brother and mother and other relations from my mother's place had not arrived that day. They arrived on the next day, i.e., Monday. Mahadeva Iyer was here on Sunday. But he did not send for the keys. My daughtar came only once on that day for the keys. I do not remember whether any adult, male or female was with me at the time. It is not correct as stated in examination-in-chief that my mother's people came to Bangalore on Sunday. They came on the next day. My daughter Lakshmi asked again for the keys the next day after we had taken our meals. She said uncle wanted the keys of the iron safe or the desk to take out some papers. At that time, my brother, his eldest son Subrahmaniam, Nagarajan my younger maternal uncle's adopted son, and one Ramanathan son of Pandamangalam Ramachandra Iyer who was employed in the Railway here and Kurumanangudi Sambasiva Iyer's son Vaithiswaran were present. All of these are alive. Mahadeva Iyer was in Bangalore on Monday. He did not send for the keys. At first I objected but was prevailed upon by my mother's people to hand over the keys. Except my

brother, who went away in anger that I was giving the keys, the others who were present when the keys were demanded, were also present when I handed over the keys. I gave my daughter the bunch of keys. That was the bunch my husband had sent to me on the Sunday previous to his death.

It was on the same day that I handed the keys to her, that my daughter Lakshmi came to me with the Will. When my daughter came with the Will and complained to me that my husband had given away his entire property to me absolutely, my brother and the others mentioned above were present. My brother's son-in-law Raju alias Krishnamurthi was also present then. The Will that my daughter showed me, appeared to me to be in my husband's handwriting, but I did not take it into my hands and see it, for my daughter said it was in her father's handwriting. She did not show me any other papers at the time. Mahadeva Iyer was present in the house at the time when the Will was taken out of the desk. I do not remember when he left Bangalore, either that day or the next day. About 6 or 7 days after I gave the keys to my daughter, they were returned to me. I did not ask my daughter for the keys in the interval. On the 6th or 7th day when my daughter brought me the keys, it was on her own accord and not on my asking for them. That is my recollection. It may be that I even asked her to return the keys. I was alone in the verandah at the time. I do not remember if Mahadeva Iyer was present in Bangalore then. My husband had kept the Mill papers in the iron safe and his own personal papers and current papers relating to the Mills used to be kept by him in the Rotary desk. I do not know whether the bunch of keys sent to me by my husband and which I gave to my daughter contained the key of the iron safe or not. The reason why I never looked into the iron safe or the Rotary desk until the papers were looked into and bundled up in Rama Villa as stated by me already, was because, I had no doubt till then about my share. Before the bundling of the papers I was, however, demanding from time to time of Ramaswami Iyer to give me my share. Ramaswami Iyer said that the boys should agree, and if the boys agreed, their relations must agree, "We will see". He said also "How will you be entitled to 10 years' profits?" I demanded of him moneys as per the ten years' accounts that my husband had prepared. I demanded of Ramaswami Iyer the share once in Kumara Park, once in Kumar Cot and once through my brother and once or twice through my son-in-law. The reply about the boys agreeing, etc., was given to me at Kumara Park. At Kumara Cot Ramaswami Iyer said he would see me at Rama Villa before he went back to Bombay, but did not do so. When I sent word through my brother, Ramaswami Iyer said that I was referring to old matters. My son-in-law said that Ramaswami Iyer had promised him that he would be coming from Bombay that he would also then come, and they both would discuss the matters with me.

At the time I demanded of Mr. Ramaswami Iyer my share at Kumara Park, my son-in-law was in the verandah, while we talked in the room. I demanded in Kumar Cot there was none else present except Krishna Iyer's children. It is not true that Ramaswami Iyer opened the desk and examined the papers after the Subhaswikaram. The Subhaswikaram is performed on the 13th day of the death. Ramaswami Iyer opened the desk and examined the papers before that day. I was not present when Ramaswami Iyer opened the desk and examined the papers. I swear to that. My daughter told me that Ramaswami Iyer had opened the desk and examined the papers. Except by what she told me I did not know that Ramaswami Iyer had opened the desk. My daughter did not tell me if anyone else was present at the time when the desk was so opened. I remember my daughter telling me that my son-in-law was present when the desk was opened. But I did not ask and she did not tell me if Mahadeva Iyer also took out and examined the papers. My daughter Lakshmi did not tell me if Ramaswami Iyer had removed any papers. She did not give me any details. When my daughter returned the keys to me I did not ask her if she had kept the Will safely back in the desk. Except when my daughter showed me the Will on that one occasion I have never seen the Will. My daughter told me that her uncle wanted some papers very urgently and he wanted her father's keys. She

might have said she wanted the key of the iron safe, but I do not remember exactly. What I have stated in paragraph 6 of the plaint about the key of the iron safe being sent for, for taking out Mill papers, is true. In my then state of mind it did not strike me that I should send him only the key of the iron safe. I had no suspicion then that anything wrong would happen. It is after my brother came and after there was delay on Ramaswami's part in sending me monies, that my suspicions were aroused and the desk examined; that was about May 1919.

When we examined the Rotary desk in May 1919 we found all the material papers missing. The copy of the Calcutta decision (Ex. M) had been already been given to me by my husband when he gave me the notices and connected papers. I then felt that Ramaswami Iyer had perpetrated a fraud on me in respect of these important papers that were found missing. When I discovered that the papers had been stolen by Ramaswami Iyer I did not seek any outside advice but I consulted those who were with me then. The persons whom I so consulted were my brother, his son Venkataraman, his son-in-law Raju. I wrote to my uncle Muthukrishna Iyer, and he came a month afterwards. He was in the Police Service but whether he still continues in service or has retired, I do not know. He was a Sub-Inspector. My uncle came here only after I sent the 4th Tamil notice, Ex. Q, to Ramaswami Iyer. How long after, I cannot say. It was only after my brother went home and returned after the 3rd notice that the 4th notice Ex. Q was given. On your questioning me as to what happened in the interval between the 3rd and 4th notices and your stating that the interval was over a year, I looked into the notes of dates that were prepared for me by my brother. All the 4 notices were written by my brother to my dictation. He may have read them to me or I might have read them to myself before I put in my signature to them. My brother and myself talked over what was to be written in the notices before they were written and nobody else took part in the discussion. I have not mentioned in the 1st notice Ex. N, dated 21st July 1919 the fact of our missing the Will, partition deed and other papers from the desk, though the loss was discovered two months previously in May.

Question :—Why did you not mention the loss in the notices?

Answer :—I was afraid that Ramaswami might come to fight with me if I mentioned it. I wanted only my share. For the same reason I did not mention the loss of the papers in the 2nd and 3rd notices. I cannot say if I have referred to the loss of the Will, etc., in the 4th notice Exhibit Q without looking into it. If I had referred to the loss in my 4th notice, it was because I expected that at least this notice would have effect as the three notices had not been replied to.

Question :—Did you send a notice similar to Exhibit Q to Mahadeva Iyer?

Answer :—I sent one or two notices to Mahadeva Iyer and to Nanjappa.

Mahadeva Iyer has replied to my notice. This (Exhibit XII) is the reply sent to me by Mahadeva Iyer.

This reply marked Exhibit XII is produced by the plaintiff at the request of the 1st defendant. Mr. Shankaranarayana Rao for the plaintiff objects to the admissibility of Exhibit XII and to questions as to what was said or done by Mahadeva Iyer in connection with it, and to questions in relation to the contents of Exhibit XII.

The letter is marked Exhibit XII.

Cross-examination of the plaintiff Mrs. Meenakshi Ammal resumed—Re-called and solemnly affirmed.

I do not remember to have written to Nanjappa about the discovery of the loss of the Will, etc. I have written to Mahadeva Iyer, and Ramaswami Iyer about the discovery of the loss of the Will. Mahadeva Iyer immediately sent me a reply saying that my allegation was a got-up story.

I have never seen the partition deed or writing to which I have already referred in my deposition. It is only from what my husband said to me that I

knew there was such a paper. During the 22nd days prior to his death my husband spoke to me about it twice or thrice and on the Friday of the week preceding that of his death, he also spoke to me of it. He first spoke to me about the partition paper when I returned from Negapatam. My husband said that the draft of the partition had been prepared and that before the stamp paper could be procured and the deed engrossed and signed, Mr. Kumaraswami Sastriar said that some money which my hushand had to get might be received and that Ramaswami might also come with accounts. He also said that some accounts had to be received. He was referring to this from time to time but I cannot give the details of those occasions. He mentioned to me on the Friday of the week preceding the week of his death that he had kept in the Rotary desk the papers relating to the partition, the Will and the accounts. My husband said that after Chinnappa died he sent for Chinnappa's sons, but they did not come and that again when he sent for them, they came, that Mr. K. Sastriar and Nanjappa were also present then, but that nothing came out of that, and that he had sent his brother Ramasami Iyer to Bombay to come back with the accounts within a week.

What I have stated in para 3 of Exhibit Q (the 4th notice) as to the circumstances in which the partition deed came to be left unsigned is what my husband told me. None else told me about this. No, Sami also told me about it. My husband told me so on my return from Negapatam. By Sami, I mean, Chinnappa's eldest son Seshadri. The word "Madyasthas" (intermediaries) mentioned in para 3 of Ex. Q was not mentioned by my husband. He gave the names of Mr. Kumaraswami Sastri and Nanjappa. I took them to be the "Madyasthas" and so wrote in Exhibit Q. The talk about partition in which Kumaraswami Sastriar took part was during the period when I was absent at my mother's place.

Question :—In para 3 it is stated that "all the brothers inclusive of yourself and my husband, were present." Who are the brothers other than, Ramaswami Iyer and your husband that you refer to ?

By "Sahodharas", I meant, the children of my husband's brothers who are entitled to shares. There is a difference in meaning between "sahodharas" and "sahodhara pilleigal". But I used the former expression in the above sense. My husband did not use the expression corresponding to "and many others who were well-wishers" ಮತ್ತು ಬೇಕಾದ ಅನೇಕರು My husband did not mention to me the names of these persons. It is stated in para 3 of Ex. Q, "In the said partition deed, as my husband took the pen and was about to affix his signature." I do not remember whether my husband said so, but unless he had said so I would not have written it. He must have said something to that effect.

It is also stated in para 3 of Exhibit Q "Having listened to the words of certain enemies" my husband did not say anything like that. That was my own view.

Question :—Can you say who those enemies were ?

Answer :—I cannot say.

Question :—Is Mr. Kumaraswami Sastriar, who, you deposed was the person at whose instance your husband did not complete and sign the partition deed, your enemy ?

Answer :—Can I say he is my enemy ? He is not.

Question :—You deposed yesterday that by the Will referred to in para 4 of Exhibit Q, you meant only the draft of the Will your husband brought from Mr. Kumaraswami Sastriar, and there is no reference to any completed Will anywhere in Exhibit Q except in this paragraph, can you give a reason why no reference is made in Exhibit Q to a completed Will of your husband ?

(The Question is objected by Mr. Shankarnarayana Rao on the ground that there is a reference to a completed Will in paragraph 5 of Exhibit Q.)

Answer :—I thought I might mention it to Ramaswami Iyer as he knew all about it.

Question:—In paragraph 5, Exhibit Q you refer to the Will written out as stated in paragraph 4. Is that not the draft Will obtained from Mr. Kumaraswami Sastriar?

Answer:—No, the reference is to the Will executed by my husband before his death.

Question:—Do you say that the Will mentioned in para 4 of Ex. Q is a different document from the Will referred to in para 5 of Ex. Q?

Answer:—Yes.

By the expression in para 5 of Exhibit Q "The Will written out as stated in para 4", I meant the Will executed by my husband in accordance with the draft obtained from Mr. Kumaraswami Sastriar. My husband in his Will provided for me more than what Mr. Sastriar's draft contained. But I have not mentioned this fact in Exhibit Q.

Question:—If as you say your husband had provided for you more in the Will executed by him than what the draft of Mr. Sastriar contained, is it correct to say that the Will in paragraph 5 of Exhibit Q was written out as stated in para 4 of Exhibit Q?

Answer:—Even though the Will did provide more than the draft, I did not mention it in Exhibit Q. I kept it within my own mind.

[When the deposition was being read out and translated the witness added that on the 6th or 7th day after her husband's death the keys were brought back to her by her daughter and Ramaswami Iyer.]

Read over and translated and admitted by the witness to be correct.

(Signed) Meenakshi Ammal.

(Signed) C. N. Narasinga Rao,
Commissioner.
3-6-25.

13—6—1925.

Plaintiff's cross-examination resumed. Re-called and solemnly affirmed.

What I have written in paragraph 6 of Exhibit Q, viz., "that you (Mr. R. Iyer) came from Bombay on Wednesday" must be true but I saw him only on Thursday. It is true as stated in the said paragraph that my daughter and son-in-law came from Madras on Friday. I used to talk to Mr. Nanjappa whom I considered as my brother. This state of feeling between me and Nanjappa continued until ten or fifteen days before my husband died. My brother's son Venkataraman was attending on my husband and administering medicines to him till he died. There was no impediment to my sending messages to my mother's people through Venkataraman. It was only on Monday next after my husband was cremated that my brother, mother and other principal relatives arrived. Some others arrived on Tuesday. My mother and others came in the morning of Monday.

I knew that when my daughter took the keys from me and gave them to Mr. Ramaswamy Iyer, my son-in-law Mahadeva Iyer was upstairs but I cannot say if he and Ramaswami Iyer together opened my husband's desk as stated by me in para 10 of Exhibit Q.

As stated in para 9 of Exhibit Q, it is true that Mahadeva Iyer and Ramaswami Iyer sent for the keys. I so concluded as Mahadeva Iyer and Ramaswami Iyer were together upstairs.

My notice Exhibit Q is incorrect as regards the days of the demand and the giving of keys to my daughter. The first time that my daughter came and asked me for the keys after my husband's death was on Monday, i.e., the day of Sanchayanam after my husband's death and when my brother and mother came to Bangalore. The next day, i.e., on Tuesday my daughter came to me again and insisted upon my giving the keys, and I gave the keys. The next day, i.e. on Wednesday, Mahadeva Iyer left Bangalore for Madras in the night.

These are the correct days. Mahadeva Iyer returned from Madras either on the 10th or the 9th day after my husband's death. I do not remember. I do not remember on which day exactly my daughter returned to me the keys. It may be true as stated in para 13 of Exhibit Q, that my daughter handed the keys back to me 2 days after Mahadeva Iyer returned from Madras. My daughter Lakshmi continued to remain in Bangalore with me from Friday before my husband's death when she came to Bangalore till after Subhaswikaram. She left for Madras after 27th day Masikam. Mr. Mahadeva Iyer came and took her for Madras then.

Ramasami Iyer has not written to me any letters in Tamil. Whenever I had to correspond with him, I had to do so in English through my brother's son Venkataraman and brother's son-in-law Raju. Ramasami Iyer used to send his replies to them in English perhaps. My husband owned two motor cars bought of Stable Company, Madras through Raja Venugopal. Of the two motor cars one was intended for me and the price of the same was paid for by my husband from his salary. My husband had to pay to Raja Venugopal some amount on account of the other car. After my husband's death Raja Venugopal sent word to me that I might hand over the two cars to him, that he would dispose them off and that out of the proceeds he would deduct what was due to him by my husband and send over the balance to me. I took a sum of rupees one thousand from him at the time and handed over the cars to him.

I see Ex. XIV. It is a letter written by Venkataraman. I knew that he wrote it to Ramasami Iyer. It was sent to Ramasami Iyer by post after being read over to me.

Question :—It is stated in Ex. XIV that Raja Venugopal said that he would take back the cars from you in full settlement of accounts personal and Company's between him and your husband, and that he had also said that the same conditions were mentioned to Ramaswami Iyer and Ramaswami Iyer had agreed to them, and that as he (R. Iyer) had also given word, you thought it advisable to give away the cars, and did so on the 29th. Are the above statements correct ?

Answer:—No. They are not correct. Raja Venugopal said that he would sell the bigger car and send me the proceeds and that he would take the smaller car in lieu of the debts due to him. He, however, said that Mr. Ramaswami Iyer had agreed to the terms as suggested by him. It is true that we thought it advisable to give the cars in the above circumstances and gave them on the 29th January 1918.

Ramaswami Iyer in reply to Exhibit XIV protested against my having given the cars. He wrote a letter protesting against my having given the cars as mentioned in Exhibit XIV.

I see Exhibit XV now shown to me. It is in Venkataraman's handwriting and it is signed by him. I hear Exhibit XV translated to me. Venkataraman said he had written as I wanted. But he did not read over the letter Exhibit XV before it was posted. I am aware that he wrote Exhibit XV. Exhibit XV does not contain correctly what I wanted my nephew to write to Ramaswami Iyer. What I had agreed to was that the smaller car should be taken in full settlement of the private and Company's account of my husband and that I should get the sale proceeds of the bigger car. It is not true as stated in Exhibit XV that I asked the Raja for any money to meet my minor debts. It is true that Rs. 1,000 was not given as a loan but was given as a part of the price to be realized by the sale of the bigger car. It was Venkataramana Iyer that carried on the negotiations with Raja Venugopal. Raju Iyer, my brother's son-in-law also would be with him sometimes. It is true as stated in Exhibit XV that I proposed to give back the money and leave the rest to Mr. Ramaswami Iyer's decision, if Ramaswami Iyer had any objections to what I did. To Exhibit XV, Ramaswami sent an angry reply referring to only Rs. 250 having heen considered enough for Chinnappa's family's maintenance and Rs. 200 for Mr. Viswanatha Iyer's family and expressing surprise at my not being satisfied with what was

being given to me and that Rs. 100 was enough allowance for me, and that he was generous with me. This reply was sent to Venkataraman. It must be with me. I must search for it.

Mr. Mahadeva Iyer also objected to my having given over the cars to Raja Venugopal and to my having taken Rs. 1,000-0-0 from him. Mahadeva Iyer subsequently took over the said cars from the Raja after selling my husband's dues to Raja Venugopal and the Company. He sold the cars and after recouping himself what he had paid to Raja Venugopal, he deposited the balance in my grand-daughter Kamalambal's name.

I produce Mr. Ramasami Iyer's reply to Exhibit XV, dated 28th February 1918. (The letter is marked Exhibit XVI.)

I hear the portion marked Exhibit XII-a in Exhibit XII. I know he wrote so and he also said so to me.

(Questions in relation to XII-a are objected for reasons stated already by the plaintiff's Advocate).

I did not send any reply to Mahadeva Iyer in respect of Exhibit XII-a. I did not send any reply contradicting any of the statements contained in Exhibit XII-a.

I never showed the draft Will Exhibit K to any one in order to ascertain whether it would hold good. I never mentioned to Mahadeva Iyer or anyone else that my husband had not executed a Will in pursuance of the draft Exhibit K.

I hear Exhibit XII-b read : not a word of it is true. I did not send any reply contradicting the allegations in Exhibit XII-b. Why should I send any reply to such a cheat ?

(Mr. K. V. Subba Rao for the plaintiff objects to all the questions relating XII-b.)

Cross-examination of the plaintiff continued after lunch.

Re-called and solemnly affirmed.

What I have stated in para 9 of Exhibit Q about the instigation of Nanjappa is my inference from what my husband told me that Nanjappa had kept Ramaswami Iyer away from coming over from Bombay by telegraphing to him. My husband had been so saying repeatedly for a month before his death. He never asked that Nanjappa should not come to him. When my sister-in-law Visalakshamma said to me as stated in para 17 of Exhibit Q there were some women present and a Vadhyar who was performing puja in my house. His name is Rama Sastri. He is alive. We had not opened the Rotary desk by then. It was in the month of Panguni that Visalakshamma so spoke to me. Venkataraman used to be carrying correspondence for me with Ramaswami Iyer from the time of the death of my husband to his (Venkataraman's) death, whenever he was with me. Raju also was similarly carrying on correspondence. That was mostly with regard to money matters and children.

I hear Ex. XVII read out to me. I sent this to Ramaswami Iyer. For 2 or 3 months after Ex. XVII, Ramaswami Iyer was sending me Rs. 350 a month. After that he had been sending me Rs. 400 per mensem. Before I sent Ex. XVII he was sending me Rs. 300 per month.

I see the entry of 31st January 1917 in Ex. L. The entries therein are in my husband's handwriting and are correct.

(The entry is marked Ex. XVIII.)

I see the entries in Ex. L, relating to the 10th June, 13th June and 24th June and 2nd July 1917. They are all in my husband's handwriting. (The entries are marked, Exs. XIX, XX, XXI, and XXII respectively.) The last entry in Ex. L is on the 11th of September 1917. (Beyond the sending of notices through Messrs. Brightwell and Morseby asking for partition, I am not aware of any conversation by my husband with any of his brothers regarding partition. But my husband had told me that Viswanatha Iyer told him that it

was well a partition was effected as he had only one son and that he said so when he attended the Chickmagalur marriage. But I am not aware of that fact personally. I have not mentioned this fact until now anywhere.)

In Ex. N. I refer to Mahadeva Iyer being sent for to effect a partition as I wanted him to look after my interests.

Question :—In Exhibit N. you speak of an "order" by your brother. What is that order ?

Answer :—I meant by that the notices, the Will, and the unfinished partition deed. In Exhibit O I ask for Mahadeva Iyer being sent for and partition being effected. I asked for Mahadeva Iyer being sent for to look after my interests.

Question :—In Exhibit. O. you ask for partition being affected as per the notice of your husband and as per his "order." What is the order that you refer to ?

Answer :—By "order" I mean here too, the notices, the Will and the accounts for the previous 10 years.

Question :—In Exhibit P, you say "I ask you to effect a partition by coming over here within 2 weeks after receipt of this notice, as per my husband's notice and oral order."

What is the oral order that you refer to therein ?

Answer :—By oral order I meant the statement of my husband giving me full power over properties. In Exhibit. XI. I say that Ramasami Iyer did not attend to what my husband wanted by personal requests and by letters, viz, the bringing of certain accounts. What I meant by that was that the accounts were sent very late. I do not know when the accounts were received exactly. The accounts that my husband wanted Ramaswami Iyer to send were few and related to Mill matters.

I see Exhibit. XXIII. It is in my husband's handwriting and is signed by him. I have not got with me the reply of Mr. Ramaswami Iyer to this.

I do not know personally anything about the accounts that my husband looked into or what he did with them. But I knew from the conversations I had with him that he looked into the Mill accounts.

He was looking into these accounts closely in 1915, 1916, and 1917. That also I knew only from what he said. Dr. Achyuta Rao and Shama Iyengar also used to tell me that my husband was worrying himself over the accounts. I stated in my examination-in-chief that my husband got the accounts examined by Brightwell and Morseby through my son-in-law and Srinivasa Murthy. I am not clear of the name of the person who was to examine the accounts. Some English name was mentioned by my husband. It may be Salanson.

When the deposition was being read over the witness added that two days before her husband's death, Dr. Krishnaswami Iyer, Mr. Nanjappa (C. S. Iyer) interdicted her and Venkataraman from entering the room where her husband was lying ill.

Read over, translated and admitted to be correct.

(Signed) Meenakshi Ammal.

(Signed) C. N. Narasinga Rao.
Commissioner.
13-6-25.

14—6—25

Cross-examination of the plaintiff continued. Re-called and solemnly affirmed.

Even during the life-time of my father-in-law an establishment was maintained in Madras for the study of Ramaswami Iyer and other boys.

I do not know when Mahadeva Iyer's father's 'Shradha' fell, but Nanjappa was saying that Lakshmi would not be arriving in Bangalore until her father-in-law's 'Shradha' was over.

I see Exhibit XXIV. now shown to me ; (The letter is marked Exhibit XXIV for identification) unless you read it out to me, I cannot say whether it is my husband's handwriting. My husband used to write broader characters. So I am doubtful if this is in his writing. I hear Exhibit XXIV read and translated to me. It must have been written by my husband.

H. H. visited my husband in the evening about 6 or 7 p.m. I am not exact about the hour.

My husband used to be saying to me in my conversation with him that I would predecease him and die a "Sumangali." There were some vacant house sites in Mysore belonging to the family. My husband and Ramaswami Iyer sold the sites. I do not know if the sale was to Government. During my father-in-law's life-time and the life-time of my husband, the land and houses in Kollengode, Kumarapuram Kottekad and Mangalam, forming items (b), (c), (d) in Schedule C attached to the plaint, had been in the enjoyment of my father-in-law's elder brother's family. But they had not been given away to them. We never were in receipt of the income of those properties either during my father-in-law's time or that of my husband to my knowledge. Whether Chinnappa received it I cannot say.

The properties which are hills and forests in Nilambur, forming item (a) in Schedule C attached to the plaint, belonged to our family and to the family of Dewan Rangacharlu jointly. So long as Mrs. Rangacharlu was alive she used to come to my husband and be talking to him about Nilambur affairs. She died a year ago and after my husband. I do not know if she was suffering from paralysis for a long time, before her death. Mr. Rajagopalachari and Mr. M. Rangaswami Iyengar the two sons-in-law of Dewan Rangacharlu used to go with Ramaswami Iyer (1st defendant) to the forest. The former two persons went there on behalf of Rangacharlu's family and Ramaswami Iyer on behalf of our family. Chinnappa also went there on behalf of our family once, a little time before his death. I do not know how long before.

Ramaswami Iyer and Dewan Rangacharlu's sons-in-law were so going until my husband's death. Rajagopalachari died a year or so after my husband. My husband and Ramaswami Iyer were talking about the Nilambur affairs on a Thursday during his last illness. I do not know the details of the conversation. I heard it from Ramaswami Iyer. Ramaswami Iyer used to go to Malabar in connection with some litigation about Nilambur Estate.

I do not know whether my husband appointed anybody in the Mills to take the place of the man during whose tenure of office the defalcation had taken place. My husband was speaking of the defalcations before Viswanatha Iyer went to Bombay, but how many years before I cannot say. I do not know what office Mr. Viswanatha Iyer held in the Mills. My husband's idea was that Venkataraman should get what his father was getting from the Mills. Venkataraman was a student and he was not holding any office in the Mills. Venkataraman was living with his father at Bombay and was studying there. After his father's death he was living with Ramaswami Iyer and studying in Bombay. Viswanatha Iyer and Ramaswami Iyer were living together. But whether it was so or not I cannot say.

Venkataraman continued to study in Bombay until he died. I was not here at the time of Chinnappa's death and I cannot say if Venkatraman was in Bangalore when Chinnappa died. When I returned from my native place in August 1917, Venkataraman was not here, nor his mother, or Ramaswami. For two years before my husband's death, there was mis-understanding between my husband and my brother Aiyasami Iyer, as my brother did not bring a boy from his part of the country for adoption by my husband. My brother who returned to his native place after the funeral ceremonies of my husband were over came next to Bangalore in "Vaiasi" of 1919 after I removed to Rama Villa and he

continued to remain here till about a month or two before mother's first 'Shradh.' Our mother died in the previous Panguni.

During the two years before my husband's death, my brother Aiyasami Iyer never came here nor was there any correspondence between him and my husband. 5

Item 6 of Schedule (A) annexed to plaint belonged to Mr. Nanjappa but I have heard that Ramaswami Iyer had purchased it for his sister Anantha Lakshmi Ammal. I do not know the truth.

I hear Exhibit XVI read and translated to me. My nephew did read Ex. XVI to me. As the letter was couched in disrespectful language I did not care to reply to it. 10

Question :—Did it not strike you when Exhibit XVI was read out to you by your nephew that Ramaswami Iyer was treating you as if you were entitled only to maintenance and were not a co-sharer ? 15

Answer :—As my husband had settled the matter, what could Ramaswami Iyer do ? It did not occur to me therefore that he (R. Iyer) meant that I was entitled only to maintenance and not to a share.

After I got this letter I concluded that Ramaswami Iyer was listening to other people's words. It did not however strike me that I should examine my husband's papers in the Rotary desk or iron safe to satisfy myself of my exacts rights. Even after I received Ex. XVI I continued to receive monthly allowances sent to me by Mr. Ramaswami Iyer. But I did not intimate to him that my receipt of the allowances was to be without prejudice to my rights as a co-sharer. 20 25

After we removed to Rama Villa Doctor Miss. Lockwood arranged to get certain operations performed on the throats of my daughter by Dr. Kisch. Ramaswamy Iyer objected to the payment of the Doctor's bills by him on the ground that he had not been consulted before Doctor Kisch was called in. I did not write to him that he had no concern in the matter and that his duty was to pay out of my share of the Estate. I got the money from Mr. Ramaswami Iyer eventually for paying the Doctor. 30

My husband has authorised me to take a boy in adoption in two ways [1] orally and [2] by the Will that he had executed. After my husband returned from Madras before his last illness, he was telling me from time to time that he would execute a Will in my favour. It was only on the Friday of the week prior to that of his death that he told me that he had executed the Will. He told me that the Will containad the authority to adopt. He was telling me before he executed the Will that he would execute a Will authorising me to adopt anybody I liked. After he had executed the Will he told me that he had executed a Will authorising me to adopt anybody I liked. 35 40

Except as above stated there was no conversation between me and my husband regarding adoption. 45

Question :—You said that your husband authorised you to make an adoption. Is that authority the one contained in the Will spoken of by you as having been left by your husband or is it outside what is contained in that Will ? 50

Answer :—My husband used to mention to me the contents of the Will that he had executed and on the same occassion used to say you "may take anybody that you choose in adoption." My husband said so on Friday, on Saturday following before I went out of doors, and on Tuesday after I returned from my bath, when I met him. After Tuesday I was not seeing him. What my husband told me on the three days mentioned by me was to the effect that he had executed a Will authorising me to adopt whomsoever I pleased and that I might adopt anybody I liked accordingly, that I should take care of the keys. There was no one present on any of the above occasions when he told me so. 55 60

Question :—This oral authority to adopt alleged by you in the plaint is not mentioned in the Tamil notices.—Exhibits N. O. P. Q.? Why have you not mentioned it in any of them?

Answer:—I was under the impression that Ramaswami Iyer would be going to me on receiving these notices and would effect a partition. I have no other reason.

Question :—In the notices issued by Mr. Shankarnarayana Rao on your behalf the oral authority to adopt is not mentioned : Why ?

Answer :—I did not get it mentioned as I did not then know it was necessary to mention it. I thought it was enough that I referred to the Will authorising the adoption. Nobody suggested to me that the oral authority to adopt should be mentioned in the plaint. I cannot say how and when it occurred to me to mention it in the plaint. My husband has not left any writing other than the Will authorising me to adopt.

After my husband died when my brother came to condole with me, I mentioned to him that my husband had authorised me to make an adoption. I told my brother that my husband executed a Will authorising me to adopt, and I also told him that the Will gave me full powers of disposition over his share. I might have told him also of the oral authority to adopt, I do not remember. I do not know who were present when I mentioned to my brother as above stated. I did not mention the fact of the oral authority to adopt to any person until the funeral ceremonies were over. I do not remember having mentioned to anybody the oral authority by my husband to adopt until the preparation of the plaint from the time the funeral ceremonies terminated. I have never asked Ramaswami Iyer to give his consent to my making an adoption. Am I mad to do so when my husband had given me the authority to adopt ?

(Adjourned for Lunch.)

Cross-examination of plaintiff resumed. Plaintiff re-called and solemnly affirmed.

It was on the morning of my brother's arrival, that I sent word to Mahadeva Iyer requesting him to allow his son to perform the obsequies of my husband. Mahadeva Iyer refused permission that very day. I sent word to Ramaswami Iyer the same day asking for his permission to one of Krishna Iyer's children being given in adoption and such adopted boy performing the obsequies. Ramaswami Iyer also refused.

It was said that there were a number of shares owned by the family in the Mills. I also heard that the shares were in the names of the four brothers. I do not know if they were in the names of any others. My husband did not tell me the number of shares held in each brother's name. My husband did not tell me that Nanjappa had any shares. My impression is he has none.

The distribution of family jewels referred to by me in examination-in-chief took place in the year in which my father-in-law died. After his death, I have with me the diamond ring that belonged to my father-in-law. I have got with me also the Gandaberunda necklace presented to my father-in-law by H. H. the Maharaja. I have not got with me any of the silver plates or gold jewels belonging to the family. They must be with my sister-in-law Ananthalakshmi Ammal.

I do not remember who told me that I would lose my right if I did not file a suit within three years from the date of sale of Kumara Park. I so heard 5 or 6 months before I filed this suit.

Question :—When did you first learn of the sale of Kumara Park ?

Answer :—It was some months before I filed the suit. I cannot say how many months. There would be only an interval of a few months—20 days or one month—between my hearing of the sale and my being told that I should sue within 3 years.

I first heard of the sale by rumour. I then obtained a certified copy of

the sale deed. I got it read. One or two months thereafter I had notices issued through Mr. Shankaranarayana Rao. Till I heard the rumour which prompted me to obtain the certified copy of the sale deed, I did not know of the sale. I got the copy one year after my removal to Rama Villa. When I vacated Kumara Park and removed to Rama Villa I did not know that Kumara Park had been sold. 5

Question :—What did you take it to be the reason for your removal from Kumara Park to Rama Villa?

Answer :—There were police men watching Kumara Park. Some Engineer was to come to take measurements, there were no male members and the boy had gone away for study, I had not my mother with me. I could not stay alone in the Big Bungalow. 10

I did not ask anybody that I should be given time to vacate Kumara Park. I removed to Rama Villa because Ramaswami Iyer asked me to remove there. Till then I had not lived in any place except Kumara Park in Bangalore, even for a day. I did not ask Ramaswamy Iyer why he asked me to remove myself from Kumara Park when he asked me to go to Rama Villa. It may be 10 or 15 days after Ramaswami Iyer told me to remove that I removed to Rama Villa. I do not remember the exact period. When removed to Rama Villa it was vacant. Before I came my sister-in-law Anantha Lakshmi Ammal was living in Rama Villa. It had been built for her by my husband in accordance with the wishes of my father-in-law. I did not ask Ramaswami Iyer as to why he should trouble me to remove from Kumara Park to Rama Villa troubling his sister to remove from there to some other place. (The witness Volunteers ;—I now remember I told Ramaswamy Iyer 5 or 6 months before my removal to Rama Villa, "you had better build a house in the site adjacent to Kumara Park if necessary ask the permission of Mr. Mirza to do so".) I referred to the permission being taken from Mr. Mirza as it was then expected that Kumara Park would be taken by the Durbar. Ramaswami Iyer did not construct any building there nor did he go over to me. The policemen were always watching Kumara Park after my husband's death. The police watch had been arranged by Ramaswami Iyer. I met Mr. Ramaswami Iyer in Kumara Park 5 or 6 days before I removed to Rama Villa. He then told me that an Engineer was expected to inspect Kumara Park and that I should remove to Rama Villa. I do not remember if any Engineer inspected Kumara Park and taken measurements before this occasion. I did not ask Ramaswami Iyer why the Engineer was coming to inspect Kumara Park. I did not ask Ramaswami even then as to how it was that he did not have a building erected on the site adjacent to Kumara Park building and why he asked me to remove to Rama Villa. Even then I did not know that Kumara Park had been sold. I do not remember if my brother's son-in-law Raju Iyer lived with me then in Kumara Park. (The notices sent on behalf of plaintiff by Mr. K. S. Rao to 1st defendant and defendants 2 to 5 are marked as Exhibit XXV and Exhibit XXV (a). Mr. K. S. Rao admits that.) Mr. Ramaswami Iyer may have sent me through Raju Iyer Rs. 420 and odd a few days before I removed to Rama Villa of which 300 was to be paid to me for monthly expenses and Rs. 120 for police men's charges. It is not true that Ramaswami wrote to Raju Iyer a letter about 2 weeks before I removed to Rama Villa to the effect that a subordinate of the P. W. D. had called on him to ascertain when Kumara Park would be handed over to Government and that he had explained that although the stipulated month of January had expired, Ramaswami Iyer had obtained permission of the Council Member to occupy the building till the middle of February and ask him (Raju Iyer) to inform me of this, and also referring to the sending of Rs. 420-14-6. It is true that the money was sent. I do not remember if on the next day i.e., the 5th February 1919 Mr. Ramaswami Iyer wrote again to Raju Iyer to the effect that Mr. Raghavendra Rao had returned from the tour; that he (R. Iyer) had met him and that Mr. Raghavendra Rao had regretted his inability to extend the time for vacating Kumara Park and that I should arrange for vacating Kumara Park before the month of Thai was over, and that the 9th and 10th of February were auspicious 15 20 25 30 35 40 45 50 55 60

dates and that the things may be begun to be shifted from the next day forwards to Rama Villa which was almost ready for occupation.

(Mr. L. A. Govindaraghava Iyer produces the carbon copies of letters dated 4–2–1919 and 5–2–1919 which were also translated to the witness. They are marked with initials for purposes of identification to be exhibited if originals are not to be produced. The originals are called for to be produced by the plaintiff.

Read over, translated and admitted to be correct.

(Signed) Meenakshi Ammal.
(Signed) C. N. Narasinga Rao,
Commissioner.
14–6–1925.

21st June 1925.

Cross-examination of the plaintiff Mrs. Meenakshi Ammal continued. Recalled and solemnly affirmed.

I am not aware of the receipt of the letters called for by the 1st defendant viz. letters dated 4–2–1919 and 5–2–1919 from Ramaswami Iyer to Raju Iyer and I have not got them with me. Raju Iyer is also known as S. Krishnamurti.

(At this state, Mr. R. Devaji Rao produces the following letters in respect of which Mr. T. A. Ramachandra Rao had received a summon from the Court.)

(1) Letter dated 23—3—18 from Venkataraman.
(2) Letter dated 29—7—18 from Mr. K. S. Ramaswami Iyer to Mr. C. K. Mahadeva Iyer.
(3) Letter dated 5–2–19 from Krishnamurthi.

I have not got the letters dated 12–2–1918 said to have been sent to Venkataraman by Mr. K. S. Ramaswami Iyer which I have been called upon to produce.

Venkatarama Iyer did not read out to me any such letters which can be said to be the original of the copy of the letter now read and translated to me. He has however stated to me that Ramasmami Iyer had written to him about the 1000-0-0 received from Venugopal and objecting to it. (The copy is marked Exhibit XXVI.) I see letter dated 23–3–18 and marked Exhibit XXVII. The handwriting looks like Venkataramans. I do not so much remember whether Venkataraman was carrying on correspondence with Mahadeva Iyer on my behalf. He might have been writing to him about the welfare of M. Iyer's children, Kamalambal and Alamelu who were living with me. Venkataraman might have written to Mahadeva Iyer that the cars had not yet been removed from the Motor House to Kumara Park stables and that he was waiting to write to Mahadeva Iyer after he got the cars safe, and that the children were doing well and that aunt-referring to myself—was suffering from fever from the previous day and that the others were well. But I do not remember. I do not know if as stated in Exhibit XXVII Mr. Ramaswami Iyer and Nanjappa had brought the Chief Engineer and his assistants to Kumara Park to see it, and whether the overseers took measurements of the house. It is not true that 6½ or 7 months before I removed to Rama Villa, Ramaswami Iyer told me at Kumara Park that he had settled the contract of sale of Kumara Park with the Government of Mysore and that I there upon enlarged upon the want of gratitude of the powers that be, the inadequacy of the offer and the hardships that I would feel in leaving the house and the unwillingness of his late brother to sell the house. I cannot say and II do not remember whether or not I told Ramaswami Iyer then that the Mi ls were having good times and that he might take time and calmly consider and see if he could not do without selling Kumara Park. It is not true that Ramaswami Iyer thereupon said to me that matters had already gone too far that he had consulted friends and everybody had advised him to accept four lacs.

I see Exhibit XXVIII [marked for identification] now shown to me. Unless it is read to me I cannot say in whose hand writing it is. After the portion marked XXVIII-a is read to me I now recollect that such a letter was sent to Mahadeva Iyer by Raju Iyer [Krishnamurthi] who had come here from Kumbakonam to receive some monies from his uncle. I now hear XXVIII-b read and translated to me. It is not true as stated therein that I was asked to vacate Kumara Park in pursuance of the agreement with the Government and to shift to Ammani Ammal's house, and that 10th February was an auspicious day and that I desired that Mahadeva Iyer and his son Sami should be present at the time and that I requested that he should go here with the child Swami on casual leave.

Ammani Ammal's house is Rama Villa. About the time of my shifting to Rama Villa Krishnamurthi secured a footing in the Secretariat here. Thangammal's marriage was celebrated after my husband came over to Bangalore as Excise Commissioner. How many months after I cannot say. My husband gave me the diamond ring and the Gandaberunda necklace belonging to my father-in-law in 1915 or 1916 when my nephew Venkatraman was married at Shorakkayur near Peralam. That is all I know personally about these two jewels. My husband was saying that the value of these had been debited to his share of the Mill income. But, I do not know anything personally.

I know that even during the life time of my father-in-law there were large debts of the family. But I do not know to what extent or how many lakhs. As my heart was weak my husband was not communicating to me all that he knew—and would not communicate to me anything unpleasant. My father-in-law had a bonus from the Government of 4 lakhs and the interest was over Rs. 70,000. Out of the interest 40,000 was given to each of two daughters and 30,000 to Subbalakshmi and Rajammal. I do not know whether the bonus was utilized for the discharge of my father-in-law's debts. My father-in-law was indebted to Arcot Narayanaswami Mudaliar and Company and Messrs. Tawker & Sons. But I do not know if he was indebted to Madras Bank. I do not know if besides these three were debts amounting to 2 lakhs on account of the Mills. Ramaswami Iyer used to be speaking to my husband about the debts to Tawker and Sons and Arcot Narayanaswami Mudaliar and Sons in 1915 or 1916. Akhilandayya's litigation regarding the Mills began after my father-in-law died. I cannot say for how long the litigation lasted. I do not know how much that litigation cost. The four lakhs of rupees were consumed in that litigation. So my husband said. I do not know what debts remained at the time of my husband's death.

Question :—It is not the case that there were debts due to the extent of 6 lakhs when your husband died ?

Answer :—My husband told me that he had 3 lakhs by way of profits in the Mills. There were debts secured on the house due to Arcot Narayanaswami Mudaliar and Co. I do not know if all other properties were also mortgaged to Arcot Narayanaswami Mudaliar. I do not know whether or not Mill share had been under mortgage at the time of my hushand's death. I do not know if the debt due to Arcot Narayanaswami Mudaliar and Co. amounted to about 3 lakhs at the date of my husband's death. My husband did not tell me if any pressure had been brought to bear upon him by Arcot Narayanaswamy Mudaliar and Company to discharge the debt due to them. Besides the above debts I do not know if there were other sundry debts amounting to about 2 lakhs. He was telling me that there were no debts at all. I do not know what became of the sale proceeds of Kumara Park. My husband sold Mysore house and sites and sent the proceeds to Bombay. I do not know if Ramaswamy Iyer has discharged debts due to the extent of 2 lakhs of rupees between the date of my husband's death and the sale of Kumara Park. I do not know if about the time I removed to 'Rama Villa' there remained four lakhs of rupees of debts still due and that the sale of Kumara Park had to take place for the discharge of those debts. I do not know if my husband was indebted to the Madras Bank, Sampangi Ramayya Chetti and to Tawker and Sons at the time of his death. Some money was due to

Stable Company on account of the motor car. There was nothing due to Raja Venugopal on personal accounts. I do not know if Ramaswami Iyer has paid any debts due by my husband to the above persons after my husband's death. I did not make any enquiries after my husband's death whether any debts remained due by my husband. My husband had purchased jewels from Tawker and Sons and it was Ramaswami Iyer that brought them. I do not know their value My husband was saying they had been paid for.

All the family idols and the pooja vessels belonging to the family since my father-in-law's days are with me.

My husband did not tell me that anybody was present at the time of execution of the Will by him.

(Adjourned for lunch)

Cross-examination of plaintiff resumed after lunch.

Recalled and solemnly affirmed.

The debt due to Arcot Narayanaswami Mudaliar & Co. was subsisting when my husband died. I did not enquire when the plaint was prepared whether that debt had been discharged or not. I did not mention it in the plaint as I was under the impression that debt had been discharged out of the income from the Mills. I did not ask for information about the discharge of this debt in any of my tamil notices Exhibits N, O, P, Q, or in my Lawyers notice before suit as I thought I could talk to Ramaswami Iyer personally when he came here:

Cross-examination by Mr. Ramaswami for the sixth defendant. I see the entries of 9th July and 11th July in Exhibit L. The handwriting in them is that of my husband's (the entries are marked XXIX and XXX for the 6th defendant). Two or three years before my husband died, Viswanatha Iyer died. Even when Viswanatha Iyer was alive, my husband was contemplating partition. (This is in answer to question "Was not your husband contemplating partition during the life-time of Viswanatha Iyer ?)

[The question is objected by the Advocates for defendants 1 to 5 and 7.)

Question:—Was not Viswanatha Iyer willing to have the partition effected ?

[Question objected to as before].

Answer :—Viswanatha Iyer was asking my husband to effect a partition as he had only a small family.

Question :—Was not Viswanatha Iyer expressing his dissatisfaction that the allowance to him was insufficient ?

[The Advocates for the other defendants object to that question].

Answer :—My husband was telling me that Viswanatha Iyer was demanding partition on the ground that the allowance granted to him was insufficient.

Question :—Did not your husband agree with Viswanatha Iyer?

[Question objected to by other defendants.]

Answer:—Yes. It was because of that that my husband wanted the accounts and got notices issued.

Question:—Did not Viswanatha Iyer die meanwhile?

[Question objected to.]

Answer:—My husband told me that Viswanatha Iyer had died of a broken heart in consequence of my husband having fallen ill before the examination of the accounts was completed.

Question:—Did Viswanatha Iyer talk to you anything about the partition?

[Question objected to].

Answer :—Viswanatha Iyer was telling me whenever he saw me and

particularly on the last occasion when he saw me in Bangalore two months prior to his death that large expenditure was being incurred and it was better that he was given his share, as he would then save. When Viswanatha Iyer died his son Venkataraman was 23 or 24 years old. He was more than 18 years however. My husband issued a notice to Venkataramier about partition similar to those he got issued to Ramaswamy Iyer. Venkataramier was married in Satyamangalam. Venkatarama Iyer never returned from that marriage. He died within 4 days of the marriage. His wife Muthulakshammal never even once came to Bangalore.

(Mr. L. A. Govindaraghava Iyer wants to put some questions to the plaintiff now) Questions by Mr. L. A. G.

Viswanatha Iyer was saying that he wanted a division after Akhilandaiya's litigation terminated and after the Mill began to yield profits. He said so both before and after he went to Bombay. Viswanatha Iyer used to tell me about the partition asking me to speak to my husband to bring about the partition. I do not remember how many times he so asked me.

Would he speak to me in the presence of anybody on these matters? It was in 1915 when Viswanatha Iyer came here after attending the marriage at Chickmagalur and spent two months here that he asked me to speak to my husband and have the partition effected. I hear the portion in my cross-examination in pages 120 and 121 enclosed in brackets in blue pencil read and translated.

Question :—Why did you not say the above particulars then ?

Answer :—I did not remember them then. I remember them now. I did not then say that Viswanatha Iyer asked for partition on the ground that he did not get enough for his maintenance, as I did not remember that fact then, but remember it now. I see the entry of 20th July in Exhibit L. I cannot say if they are in my husband's handwriting as they are written in very small characters. (The entry is marked Exhibit XXXI).

(While the deposition was being read the witness added, I never heard Ramaswami Iyer talking to my husband about the debts due to Arcot Narayanaswami Mudaliar & Co., it is however true that some money was due to them.

It was only the repairs of old jewels and buying trinckets that Ramaswamy was effecting.

Ramaswami Iyer once took my signature to some papers relating to shares saying that my husband had not signed them and that I had to sign them for him. This was after my husband's death.

Read over, translated and admitted to be correct.

(Signed) Meenakshi Ammal.

(Signed) C. N. Narasinga Rao,
Commissioner.
21-6-25.

28—6—1925.

Cross-examination of the plaintiff Mrs. Meenakshi Ammal continued.

Recalled and solemnly affirmed.

Some days before I removed to Rama Villa Ramaswamy Iyer did not tell me that he proposed selling some of the furniture etc. in Kumara Park to the Government nor did he tell me that it was desirable that some of the articles in Kumara Park should be left behind when I removed to Rama Villa.

I hear read and translated to me a copy of a letter alleged to have been written by K. S. Ramaswami Iyer to Venkataraman, dated 11-2-1919. Venkataraman never read to me any such letter. He and I had not been on speaking terms for about six months before I removed to Rama Villa.

(The copy of letter, dated 11-2-1919 is marked Exhibit XXXII. Mr. K. Shankaranarayana Rao objects to this copy of the letter going in as not being produced along with the other documents of the 1st defendant.

I have no such letter as the original of Exhibit XXXII with me. I see Exhibit XXXII-a. I do not know whose the initials are to be found in it.

I see Exhibit XXXIII. I do not know in whose writing the ink entries therein are—I cannot say if they are in Raju's handwriting.

(This is objected to by Mr. Shankaranarayana Rao as not being filed before.)

Subsequent to my removal to Rama Villa the relations between me and Venkataraman improved slightly but down to his death, the original cordiality was not restored.

Cross-examination by Mr. M. Ramachandra Rao for the 7th defendant.

The relations between me and Ramaswami Iyer eversince my husband's death until I removed to Rama Villa were cordial. I felt a little displeased when Ramaswami Iyer went away to Bombay without seeing me at Rama Villa after my removal there. My husband had never any idea of selling Kumara Park to Government nor did he tell me so. My husband used to be telling me until his death that if the son whom I may adopt should find himself incapable of retaining Kumara Park, the Government was always ready to take it up and he might sell it to them. Ramaswami Iyer once told me that it was better that Kumara Park was sold to Government and that Sir M. Visveswaraya, the Dewan, was not offering an adequate price. I told Ramaswami Iyer that my husband did not want to part with Kumara Park, that my husband wanted my daughter's daughter's marriage should be celebrated in Kumara Park at a cost of Rs. 50,000 inviting His Highness the Maharaja to the function, and that thereafter a separate house for me in the compound of Kumara Park should be built for me, and that then the question of the sale may be considered. I thought within myself that there would be an adjustment of these items in connection with my share. This conversation took place 6, 7 or 8 months before my removal to Rama Villa. But I cannot say exactly how many months before. Ramaswami Iyer did not tell me anything about the price. On the same day I told Ramaswami Iyer that if Kumara Park was sold to the Government, permission may be obtained by him from Mr. Mirza for building a small bungalow in a portion of the compound of Kumara Park. After the above conversation, I did not ask Ramaswami Iyer if he had obtained any such permission. There was no talk between me and Ramaswami Iyer on the subject subsequently. At the time of the above conversation Raju Iyer was not with me. He was in Kumbakonam. It was a few days before I removed to Rama Villa that Raju came back from Kumbakonam and joined some appointment in the Secretariat here. Raju Iyer stayed with me 2 or 2½ months after I removed to Rama Villa when his wife joined him and then he removed to some other house in the City. Venkataraman was living with me at the time of the above conversation between me and Ramaswami Iyer. For 4 or 5 months before I removed to Rama Villa Venkatraman was messing and staying in a hotel. Venkataraman assisted me in the removal of things from Kumara Park to Rama Villa but I did not send for him. After I removed to Rama Villa Venkataraman was staying with me for one or two months. For how long I cannot say. He stayed in Rama Villa till he went to Kolar. I was carrying on correspondence with Ramaswami Iyer through Raju and Venkataraman. I was aware that I had to vacate Kumara Park and remove to Rama Villa which was vacant. Ramaswami Iyer did not inform me that he had fixed a date for my removal to Rama Villa. I learnt from the people in Kumara Park that Ramaswami Iyer wanted me to vacate it on the ground that some Engineers were coming to inspect it. I did not enquire what for the Engineers were coming. I did not enquire whether it was a Government Engineer or who else that was coming. I came away to Rama Villa thinking that Ramaswami Iyer would build a house for me as I already told him to do so. I came to Rama Villa without asking him why I should remove to Rama Villa.

The witness volunteers.—

If I had known that it was because that Kumara Park had been sold

that I was asked to g t to Rama Villa I would first have insisted on the payment to me of a lakh of rupees before I removed. I do not remember whether I asked Ramaswami Iyer to give me the small bungalow. I did not send anybody to look out for houses either in Chamarajpet or Malleswaram or Basavangudi. I insisted on remaining in the High Grounds. I do not remember if Ramaswami Iyer offered to get me for my residence Mr. Vaithyanatha Iyer's house. I might have told Ramaswami Iyer that he should secure the permission of His Highness the Maharaja through Mr. Mirza for my continuing to live in Kumara Park until a new house was built for me. This was on the same occasion when Ramaswami Iyer spoke to me about my removal to Rama Villa i.e., 6, 7 or 8 months before I actually removed to Rama Villa.

I cannot say how long it took to shift the things from Kumara Park to Rama Villa. I came to Rama Villa as Kumara Park had to be sold some time or other and a fresh house had to be built for me, and it did not matter where I remained until then. I did not enquire after I came to Rama Villa in whose possession Kumara Park was. After 6 months or a year I gradually learnt that it had been sold to Government and that Ramaswami Iyer had received the money and gone away to Bombay. Mr. Ramaswami Iyer did not inform me that I had to vacate the house by the middle of February 1919. At the time I removed to Rama Villa Ramaswami Iyer was in Bangalore. I did not see Ramaswami Iyer in Rama Villa when I removed there.

Only a road intervenes between Kumar Cot and Rama Villa. Kumar Cot adjoins Kumar Park. I learnt gradually 3 or 4 months after my removal to Rama Villa about the sale of Kumara Park but I said it could not have been sold. I did not enquire Ramaswamy Iyer after I heard of this rumour, nor did I write to him, because I could not think he was capable of such an enormity. When I came to Rama Villa my idea was that I had to stay here only for a time ; i.e., for as long a time as Ramaswamy Iyer wished I should stay. About a year or 6 months after I removed to Rama Villa I saw Mr. Ramaswamy Iyer who was ill at the Chickbungale, and had a talk with him. I did not ask him about the sale of Kumara Park because it was only a rumour that I had heard which I could not believe. But I asked him for my share and asked him to come over to Rama Villa to discuss about the share. I did not enquire nor did I care to enquire who was in possession of Kumara Park after I heard the rumour about the sale of it. I did not make any enquiries of Government by letters.

I have not referred to the sale of Kumara Park in Exhibits N. O. P. as I thought I would get a share in it also. I was not sure of the sale till I obtained the certified copy of the sale d ed, and the notice to the Government was issued within a month of my getting the copy.

When the Rotary was opened and some papers were found missing I was convinced that Ramaswami Iyer had perparated a fraud. I did not write to the Government or K. S. Ramaswami Iyer immediately thereafter as I did not want to be hasty and hoped to settle the matter in a personal talk with Ramaswami Iyer. Raju Iyer who was living with me and was in Government employ, never told me about the sale of Kumara Park to Government. I am not quite sure whether Raju Iyer was with me then. I sent word to Ramaswamt Iyer to put up stables in Rama Villa. I did not sent word to Ramaswami Iyer to put up an upstairs to Rama Villa. It is quite possible that some of the people in the house might have told him since Doctor Lockwood might have told them that upstairs were necessary for the health of the children.

(The reply, dated 10th May 1921 of the Government to the notice of the plaintiff regarding the sale of Kumara Park is produced by the plaintiff and is marked XXXIV for the 7th defendant.)

Chinnappa's sons were living in Kumara Cot when I removed to Rama Villa. The eldest son of Krishna Iyer was in Bangalore when I came to know of Ramaswami Iyer's fraud on me. I did not ask Krishna Iyer's son whether the sale was true.

Cross-examination of the plaintiff resumed after lunch.

Plaintiff recalled and solemnly affirmed.

I did not make any attempt to return to Kumara Park after I came to Rama Villa. I came to Rama Villa as I was directed to do so by Ramaswamy Iyer. As he did not come to me in person and tell me anything definitely I stayed on in Rama Villa. I did not issue any notice to the Government at the same time when I wrote Exhibit Q to Ramaswamy Iyer since I thought the matter could be settled with Ramaswami Iyer alone. If Ramaswamy Iyer had given a lakh of rupees out of the sale price of four lakhs in respect of Kumara Park, there would have been no necessity for me to issue any notice to the Government. I will be satisfied if Ramaswamy Iyer gives me a fourth share of the sale price of Kumara Park and if he gives it I claim no relief against Government. It will not be convenient to me if Kumara Park is to be divided into 4 shares and one share given to me.

I do not know the details of the debts due by my husband nor when and how they were discharged. My husband had told me that he had discharged all debts, and that he had given the value of the shares of two brothers in Kumara Park out of his share of the profits in the Mill and that he had kept Kumara Park for himself. He also told me that he had given Kumar Cot to Chinnappa for his share. I never asked Ramaswamy Iyer if the mortgage debt to Arcot Narayanaswami & Co. had been discharged, nor did I ask anybody else.

After my husband's death Venkatrama Iyer, son of Viswanatha Iyer told me that Ramaswami Iyer had discharged the debt of Tawkers. I did not know till now when you questioned me that the debt of Arcot Narayanaswami & Co. remained undischarged at my husband's death and the same had been discharged by Ramaswami Iyer out of the sale proceeds of Kumara Park. I got the certified copy of the sale deed of Kumara Park read out to me. I do not remember if it is mentioned there that the sale was effected with the object of discharging the debt due to Arcot Narayanaswami Mudaliar.

I see Exhibit XXXV. The signature pointed to me marked XXXV-a looks like that of my husband.

The sale deed dated 20th July 1913, executed by Mr. K. Doraswamy Iyer, Mr. K. Krishna Iyer, Mr. K. Viswanatha Iyer, and Mr. K. S. Ramaswamy Iyer is marked Exhibit XXXV and the signature of Mr. K. Doraswami Iyer Exhibit XXXV-a.

I see the mortgage deed dated 31-12-1903 and marked Exhibit XXXVI. I believe the signature therein of Mr. Doraswami Iyer is that of my husband.

The mortgage deed dated 31-12-1903 is produced by the 1st defendant and marked Exhibit XXXVI.

Re-examination by Mr. K. Shankaranarayana Rao.

Myself, my brother and another person i.e., Panchanatha Iyer who knows English sorted the papers and bundled them up before I gave them to my Advocate.

There was no occasion for the issue of invitation in the name of my husband in the interval between my father-in-law's death and the performance of the Upanayanam of Krishna Iyer's sons.

Question :—You stated that your husband and his brothers were performing Shradhs separately but you also stated that your husband and Krishna Iyer performed the Shradh together at Trichinopoly on their return from Rameswaram. Why was it so ?

(Question objected to.)

Answer :—They jointly performed the ceremonies because there was not enough accommodation for performing two Shradhs. Kitchen arrangements were inadequate, Krishna Iyer was unable to get up and sit down.

Question :—What exactly is that Krishna Iyer did ? You said that your husband and Krishna Iyer performed the Shradh jointly. You also said that Krishna Iyer was unable to get up and sit.

(Question objected to.)

Answer :—Krishna Iyer was sitting looking on, he received Akshatas and made namaskarams.

When I said in cross-examination that Krishna Iyer was ill at Trichinopoly all that I meant was that his legs were getting benumbed and he could not sit on the floor. So my husband said.

I first opened the Rotary desk in the month of Vaikasi in year 1919. I came to Rama Villa in February 1919.

Read over, translated and admitted by the witness to be correct.

(Signed) Meenakshi Ammal,
(Signed) C. N. Narasinga Rao.
Commissioner.
28-6-25.

1st July 1925.

Re-examination of the plaintiff Mrs. Meenakshi Ammal continued.

Re-called and solemnly affirmed.

When Ramaswami Iyer came from Bombay, my husband used to be conscious at intervals. My husband had a talk with Ramaswami Iyer in the night during one such interval.

As my husband was complaining about Nanjappa, and as Nanjappa did not write to my daughter and my son-in-law and my mother's people to come over to Bangalore and he misled me as to the seriousness of my husband's illness, I became displeased with Nanjappa.

Question:—What is the reason for your writing to Ramaswami Iyer through Venkatraman and others about the motor car transaction with Raja Venugopal ?

Answer :—I wrote to Ramaswami Iyer because Raja Venugopal told me that he had obtained permission from Ramaswami Iyer to take the car and I required some male help in the matter and the boys Venkataraman and Raju were not dependable.

Question:—Why was Ramaswami Iyer sending you monies monthly ?

(Question objected to.)

Answer:—I had to incur expenses for the children and for nityashradhs. I was receiving the moneys from Mr. Ramaswami Iyer monthly thinking that since I had a share in the properties these amounts might be adjusted against my share. I was also asking Ramaswami Iyer for partition.

Question:—How were you writing to Ramaswami Iyer and how were his replies communicated to you ?

(Question objected to.)

Answer:—I used to tell Venkatraman and Raju what to write. They used to write, but would not read out to me what they had written. Nor would they read out to me the replies received, but would be giving me the substance of what Ramaswami Iyer wrote. I do not know what actually they wrote.

I do not know how to read and write English.

Question:—You have said in cross-examination about the authority to adopt given to you by your husband; that it was given two ways. But later on you have stated that your husband told you that he had executed a Will giving you authority to adopt anybody you like and that "except as above stated there was no conversation between me and my husband regarding adoption."

(Mr. Shankaranarayana Rao refers here to the portion marked (a) within brackets in pages 135 and 136 of plaintiff's deposition.

How do you explain it ?

[Question objected to by Advocates for defendants 1 to 5 and 7.]

Answer:—My husband has told me several times that I might adopt whomsoever I liked. ದತ್ತ ತೆಗೆದುಕೊ ಅಂತ ಪೊಂದು ಲಕ್ಷ್ಯಸಾರ್ತಿ ಹೇಳಿದಾರೆ.

Question:—When did you apply for and obtain the copy of the Kumara Park sale deed?

Answer:—It may be one or two months before I filed the suit. I do not exactly remember.

Question:—Look at this certified copy and say when you obtained the copy and give me the dates.

[Mr. Shankarnarayana Rao now produced a certified copy of the sale deed. The question as also the admission of the copy is objected to. The copy is marked Ex. U.]

Answer:—I see the figures 17 and 20. I cannot read what is between those figures.

The certified copy Ex. U gives the necessary dates.

The slip of paper that I was refreshing my memory within the course of my cross-examination contained the dates of several events connected with the suit and was noted by my brother. I referred to it when I was asked to give the date of a certain notice issued by me, for finding out the correct date.

Read over to the witness, translated and admitted by her to be correct.

(Signed) Meenakshi Ammal.

(Signed) C. N. Narasinga Rao,
Commissioner.
1-6-1925.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE

Original Suit No. 11 of 1921-1922.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs.

K. S. Ramaswami Iyer and others ... ... Defendants.

Deposition of Mr. R. Shamiengar, 1st witness for plaintiff.

Father's name—Krishniengar. Age—42. Caste—Brahmin. Occupation—Amildar. Residence—Chitaldrug.

Duly sworn :—I know Mr. K. S. Doraswamy Iyer ; I was his personal clerk when he was Revenue Commissioner. I was his personal clerk from 1912 till his death in 1917. I know also his brothers Messrs. Krishnier and Ramaswamier. The feelings between Mr. K. S. D. and his brothers were not very cordial. I was typing his personal letters also looking into his accounts, i.e., I was looking and checking his shop accounts and bills and making the payments. In 1917 I was asked to type some of his Mill accounts. There were some correspondence between Mr. K. S. D. and Messrs. Brightwell and Morseby, a firm of Solicitors in Madras. Mr. K. S. D. was saying that he wanted to make some provision for his wife. He did not specify what he meant by making a provision to his wife. He said this a year before his death. (Mr. K. Shankaranarayana Rao wishes to file the letter in the handwriting of Mr. K. S. D. to prove his intentions at the time. It is addressed to Mr. E. R. Subbroyer but he does not swear that he received any such letter; Messrs. Govindaraghava Iyer and Ramachandra Rao object on the ground that it is irrelevant. It is not proved to have been sent to Mr. E. R. S. and it is not explained how it came to be with the plaintiff. There is no evidence that it is a copy. It is, however, in Mr. K. S. D's handwriting and is admitted for what it is worth. Ild. G. S.) The letter Exhibit R is in Mr. K. S. D's handwriting.

(The witness refers to certain copies of typed accounts which he typed at Mr. K. S. D's instance ; the originals are not produced and it is not known

where the originals are: they are not even summoned. The advocates for defendants object to the admission of the copies. The copies cannot be admitted and the objection must prevail. Ild. G. S.,)

I did not tabulate the accounts: I typed the accounts in June or July 1917.

I have no personal knowledge whether Mr. K. S. D. had shares in Aurangabad Mills.

(The above remarks apply to the typed copies with the heading—adjustment of personal accounts and shares to be divided. The witness merely says that he only typed the papers given to him and knows nothing more. The originals are not produced and no explanation is offered for their absence. Copies are not admissible.) Exhibit S was prepared by me from some diaries, slips of papers, some accounts given to me by Mr. K. S. D. (Mr. Shankaranarayana Rao wants to file a draft of a letter to Mr. K. S. D's Solicitors prepared by the witness and corrected by Mr. K. S. D. The solicitor himself has not produced the letter and has not been summoned. The draft seems irrelevant and is not admissible. (Ild. G. S.,)

I know Mr. K.S. D. was very anxious to settle his affairs very early and was expecting fresher accounts from the 1st defendant.

Cross-examined.

Eversince March 1912 when I joined Mr. K. S. D. the feelings between Mr. K.S.D. and his brothers were not cordial. On several occasions, Mr. K.S.D. told me he wanted to make a provision for his wife and I do not remember the exact event when he said so. He never entertained the idea of his wife predeceasing him. I never spoke to his wife.

Excepting the handwriting in Exhibit R. I know nothing else about it.

The materials from which I prepared Exhibit S are not now in Court. I thought he wanted to have a settlement of assets and liabilities between himself and his brothers. Exhibit S refers to the expenditure incurred on account of Kumara Park. I only heard Mr. K. S. D. saying that he wanted to have an adjustment with his brothers; so I thought Exhibit S was prepared for that adjustment. I do not know if there was an agreement for the adjustment or whether there was an adjustment.

I have seen Mr. C. S. Doraswami Iyer come to Mr. K. S. D's house; but I cannot say if he came in June or July 17.

Exhibit XIII is a letter written by me to the defendant about the health of Mr. K. S. D. The statements made therein are true. Mr. K. S. D.'s condition was getting gradually worse from day to day after I wrote Exhibit XIII.

I remember His Highness paid a visit to Mr. K. S. D. just 2 days before his death. I do not remember if it was a week prior to his death, I did not know till His Highness came that His Highness would come. It was an un-expected visit. The visit was at about 6 or 7 p.m. I was not allowed to enter Mr. K. S. D's room one or two days prior to the visit of His Highness. The doctor would not allow me to enter his room. Unless his condition was serious, they would not have given me that direction. Mr. K. S. D. was expecting the 1st defendant's further accounts from 2 or 3 months prior to his death. I do not know if he got the account or not. I do not remember if the 1st defendant was in Bangalore till 29th July. I do not know if Mr. K. S. D. asked the 1st defendant personally for the accounts.

I do not know what become of the diaries, accounts and slips from which I prepared Exhibit S. I returned them to Mr. K. S. D.

Cross-examined by Mr. M. R.

I do not know if Mr. K. S. D. was much indebted: he never spoke to me about his debts. He was not at all anxious to sell Kumara Park.

Cross-examined by Mr. M. R.

Mr. K. S. D. was not satisfied with the manner in which the accounts were kept for the Mills at Aurangabad. I know nothing about Mr. Viswanatha Iyer.

Cross-examined by Mr. L. A. G. (by permission).

I see my handwriting on the back of Exhibit T. I wrote it in 1917. I do not remember the month or date. I do not remember if I wrote it after Mr. K. Iyer's death. I must have written it after the other pages were written. The suggestion was that of Mr. K. S. D. I do not know the circumstances under which the suggestion was made or written. I do not know what became of the suggestion.

(Mr. Shankaranarain Rao wishes to produce certain letters sent to the Solicitors by Mr. K. S. D. through this witness. But the other side objected that the papers are irrelevant. It seems to me that the intentions of Mr. K. S. D. have to be gathered from the notice issued to his brothers through his solicitors and not from the letters that passed between Mr. K. S. D. and his solicitors—they seem to me to be irrelevant and are not admissible. Ild. G. S.)

No re-examination.

Read over and admitted correct.

(Signed) G. Sreenivasa Iyer,
District Judge.
10—6—25.

IN THE COURT OF THE DISTRICT JUDGE AT BANGALORE.

Original Suit No. 11 of 1921—22.

Mrs. Meenakshammal ... ... Plaintiff

Vs.

Ramaswami Iyer and others ... ... Defendant

Deposition of Aiyaswami Iyer 2nd witness for plaintiff.

Father's name:—Panchanatha Iyer.

Age: 60, Caste: Brahmin, Occupation: Nil, Residence; Bangalore.

Duly Sworn:. I am the elder brother of the plaintiff. I know the family of Sir K. Seshadri Iyer from 1885 when the plaintiff's marriage took place. I came here 10 or 15 times during Sir K. Seshadri Iyer's life. I came here ten or twelve times after the death of Sir K. Seshadri Iyer and prior to the death of Mr. K. S. D. For 5 or 6 years after the death of Sir K. S., the relationship among his sons was very cordial. Misunderstandings arose in December 1907 when I had come here. The incident arose in connection with the offer of sugar and betel leaves to the plaintiff for the birth of a son to Mr. K. S. D's sister's daughter. The sister went away to the Kumar Cot after the bath. I was in Bangalore in February 1908. Mr. K. S. D. came here to perform the annual ceremony but went away to Tumkur to perform the same as he was unwilling to perform it here. I came again to Bangalore in November 1911. Within 10 days after my arrival, Mr. K. S. D. left for Bombay for bringing the Mill accounts. He returned after a fortnight and left the same night for Madras to show the accounts to Mr. Mahadevan with a view to enter into a partition. I came again only in 1916. Mr. K. S. D. came to my village in 1915 to attend my son's marriage. He told me he wanted to adopt a son among his gnatis as he wanted to marry him to his daughter's daughter. When I came here in 1916, he said he was looking into the accounts to bring about a partition. Subsequently I came here only after his death i.e., 24th September 1917. Mr. Mahadevan was in the upstairs, and the plaintiff's daughter asked her mother that the 1st defendant who was in the upstairs wanted the keys of her father's boxes for taking papers connected with the Mill. (The words used by the witness are:

பெட்டிகளின் சாவி). The plaintiff's mother and I said that as the fire itself had not been extinguished, the keys should not be asked. We abused and sent her away. The keys were not delivered. At 3 or 4 p.m. on the third day, Lakshmi (plaintiff's daughter) again asked her mother for the keys, but the plaintiff refused to give. Inspite of my protests, the keys were plucked out by force by the plaintiff's daughter from the plaintiff's waist. They were returned to the plaintiff after a week. On the same day on which the keys were taken by Lakshmi, she came with 4 or 5 papers of foolscap size at 6 p.m. and gave them to the plaintiff and said: "Father has deceived me and my children and has executed a Will in your favour. Look at father's signature as you know how to read". The plaintiff said: "What does it matter if he has executed a Will in my favour? To whom else am I going to leave the property except yourself and your children: As you were not coming to the house, he has executed it as a threat out of anger". "Place the papers in the box and bring the keys." The defendants 2 and 3 told me that I should not go to the upstairs. So we never went upstairs.

Question:—Do you know anything about the removal of papers by Mr. Ramaswami Iyer?

Answer:—I saw the 1st defendant remove a bundle of papers to the small bungalow. (சின்ன பங்களாக்கு). The bundles and papers were taken from the up tairs (கட்டுகள் தஸ்தாவேஜுகள்—were the words used by the witness). I left this for my place a week after the ceremonies were performed. My mother died on 19–3–1919 (பங்குனி). I left my village on 24–5–1919 and came here on 26–5–1919. The plaintiff was then living in Rama Villa, the place where she is now living. Within a week after my arrival, the plaintiff asked me to open the box of her husband and look into the papers. I do not know English. I asked my son Venkataraman, son-in-law Raju Iyer and Panchanatha Iyer to see the papers. We searched for the Will but we did not find it. We did not make a search for any other paper except the Will. I then wrote a letter to the 1st defendant and Mr. Mahadevan as dictated by the plaintiff. I wrote 3 letters one after the other. Exhibits N. O. and P are the letters I wrote. I made no mention about the missing of the Will in these three letters. I made mention of it for the first time in my letter Exhibit Q, dated 1–9–1920.

Question:—Why did you not mention anything about the missing of the Will in the 1st 3 letters but only in the letter written more than a year afterwards?

Answer:—The plaintiff is a woman. She wanted to have the partition settled amicably and then question the 1st defendant about the Will. If she asked him at the outset about the Will the 1st defendant would have got excited and the feelings would have been embittered. So we deliberately omitted to mention anything about the Will. I saw the 1st defendant on 2 or 3 occasions but he did not give me a proper reply. I wrote Exhibit Q after the 1st defendant declined to give the plaintiff the share on the 3rd occasion. The plaintiff insisted upon my giving a notice as in Exhibit Q and start action. Exhibits V and V(1) are two invitations issued to my father by Mr. Krishna Iyer. My father died in 1918.

No Cross-examination by Mr. Ramaswami.

Cross-examined by Mr. L. A. Govindaraghava Iyer. Excepting placing the papers in the hands of the Counsel—I did not give any instructions to him. I did not read the plaint and it was not read out or explained to me. I had been sent by the plaintiff to see Mr. Justice Kumaraswamy Sastry. I saw him accordingly, that was 4 or 5 months prior to the filing of this suit. Muddakrishniah a distant relation of mine and I both saw him. Muddakrishniah is alive. He was once a Sub-Inspector of Police, but he is not now an Inspector. I do not know if he was dismissed. I showed Mr. K. Sastry a draft Will and asked him if it was in his handwriting. He admitted the writing. He said that he asked Mr. K. S. D. to sign the Will, but that the latter said he would consult Mr. Brightwell and had to go to Bangalore, and that Mr. K. S. D. would wire to him to come to Bangalore and complete execution of the Will. Mr. Sastriar said that he replied that he could not come to Bangalore as he was in Government Service. I communicated this to the plaintiff. I told Mr. Sastriar that the 1st defendant would not divide the properties, that the Will was missing and

that I was asked by my sister to consult him. He said that the 1st defendant calls on him whenever he came to Madras, and that he (Mr. K. S.) would speak to him in the matter. I do not remember if he said anything about the filing of the suit, about his having no doubt about my sister getting a share.

5 I did not tell Mr. C. V. K. "you know Mr. Doraswamy Iyer left a Will." I merely said that a Will was missing. * * * *

I communicated to the plaintiff accurately all that took place between me and Mr. C. V. K. Just at the time I saw Mr. Justice C. V. K., I saw also Mr. Mahadeva Iyer. I never had any talk with Mr. Mahadeva Iyer about the Will, 10 or as to the purpose of my visit to Mr. C. V. K. I did not mention to Mr. Mahadevan that I had gone to see Mr. C. V. K. Mr. Mahadevan did not ask me why I came to Madras. Muddukrishniah and I came to Bangalore ; he had seen Mr. Mahadeva Iyer before me. Muddukrishniah was present when I told my sister what took place between us and Mr. C. V. K.

15 Mr. K. S. D's daughter Lakshmi was about to be confined. My mother had been asked to come here for the confinement. I brought my mother in December 1907. Within a week or 10 days after our arrival here, Lakshmi was confined. We came here in Karthika, but I cannot remember if it was in the beginning or end of Karthika. Lakshmi gave birth to a female child on 24th 20 Margali in Plavanga, Subbalakshmi was confined 7 days after Lakshmi was confined and the former gave birth to a male child. Subbalakshmi is Mr. K. S. D's younger sister's daughter. Till Subbalakshmi was confined and the sugar was distributed, there was no misunderstanding between Mr. K.S.D. and his brothers, to my knowledge. I know for certain that there was no misunderstanding 25 between Mr. K. S. D. and his brothers till then. At the time Mr. K. S. Krishna Iyer and the 1st defendant were staying in Kumara Cot. Mr. Krishna Iyer was in Kumara Cot before I came to Bangalore. The betel leaves and sugar which were in the plaintff's hands were snatched by Mr. K. S. D and thrown away. He did not throw any plate (தட்டை). This was on the day 30 that Subbalakshmi was confined. The 1st defendant was not in Kumara Park then. Mr. Viswanatha Iyer was then in Madras.

I remember having seen the 1st defendant before the Punyahavachanam ceremony for Subbalaksmi. I did not see him again. I do not remember how many days previously I saw him. He did not attend the Punyahavachanam. I 35 heard he had left for Bombay. On the Punyahavachanam evening Mr. K. S. D's sister took her daughter Subbalakshmi to Kumar Cot. I do not know if Mr. K. S. K. advised her to bring here daughter there. I do not know if she took her daughter of her own accord or at the advice of others. Mr. K. S. D. was absent on that day at Madras. He was not present on the Punyahavachanam 40 day. He returned from Madras 2 or 3 days after the Punyahavachanam when the plaintiff told her husband that his sister took away her daughter to the Kumara Cot, he said "Is it so." I was present when the husband and wife talked to each other. They used to talk to me in my presence. No, I eavesdropped the conversations. Mr. K. S. D. stayed far a couple of days after his return from Mad- 45 ras. He came again to Bangalore only in connection with the Shradha. He came in the morning and left the same evening. The Shradha came on the 3rd day after he left (i.e., on the day the next after the next day after he left). The provisions and other articles had been collected here for the Shradha. I do not know the conversation that took place between Mr. K. S. D. and his brother 50 Krishnier that day. I was not going upstairs. If I had talk to Mr. K. S. D., I had to send word to him, and obtain his permission before seeing him. Mr. K. S. D. told his wife to bundle up the things and go to Tumkur as he wanted to perform the Shradha there. I asked him why he was going. He said he did not wish to perform the Shradha here as otherwise Mr. Krishna Iyer would come to 55 his house, to perform the Shradha and that he did not want him to come. Neither my sister nor I gave any reply. I do not remember if the Shradha fell on an office day or week day. I do not know if he took any leave for the Shradha. I did not come to Bangalore subsequent to February 1908, and before November 1911. Mr. K. S. D. was never consulting me in regard to any of his affairs. 60 Occasionally he might by chance mention one or two things and I used to listen

to him. I came here in 1911 with my mother for the 3rd confinement of Lakshmi Ammal. I used to come here only for marriages or whenever my mother came here, I had to accompany her. I was not coming here on any other occasion. I had no profession in life. I was a Karnam. It was a hereditary appointment. I was a Karnam for 10 or 20 years and I resigned it in 1910 or 1911.

Prior to November 1911 Mr. K. S. D. had never spoken to me about the Mills or the accounts. I have never seen the accounts or the Mills. He was never telling me anything about his debts, transactions, purchases or any other affairs. He said that I might look after the household as his daughter's confinement was approaching and as he had to go to Bombay to get the accounts. How could I ask him why he was going. After he returned from Bombay, with the accounts, he said he was taking them to Madras for their examination by Mahadevan. I then asked him why he wanted the accounts to be examined. He said that a partition had to be made between him and his brothers and that he had therefore to look into the accounts. Mr. K. S. D. and his son-in-law Mr. Mahadevan were on very intimate terms then. Subsequent to the examination of the accounts, I learnt that the two were not very friendly, because Mr. Mahadevan did not examine the accounts to Mr. K. S. D's satisfaction. I learnt that the examination of the accounts was not in Mr. K. S. D's favour.

When Mr. K. S. D. told me that he was going to Madras to get the accounts examined by Mr. M. with a view to partition, the plaintiff was not present. I may or may not have communicated to my sister what her husband told me. I do not remember.

When Mr. K. S. D. came to Kurumanangudi my village in 1915, he stayed first for two days and left the plaintiff there and he came again for the marriage in Sorakkayur and stayed for four days.

I did not search for a boy for adoption as suggested by Mr. K. S. D., as I did not like that there should be any misunderstanding between him and his brothers. There was no misunderstanding between me and Mr. K. S. D. for 7 or 8 months prior to his death, as I did not procure a boy for his adoption. I came here in Chitrai or Vaikasi of 1916.

My parents were very old, and it was said that I could not perform their ceremonies if they died unless I had a wife living. My wife was dead, and I came here to get a girl married. I came here in 1916 for my marriage.

The plaintiff's statement to the effect that I did not come for 2 years prior to her husband's death and that there was no correspondence between us must be due to lapse of memory.

When I came here in 1917, I stayed for only 10 days after the Grihayagnam. I came here on the Sanchayanam day; that was a Monday; it was 24th September.

Question :—Who were all here when you came here ?

Answer :—The first defendant, Mr. Mahadeva Iyer and the sons of Mr. Krishna Iyer were all here.

I offered my condolence to Mr. Mahadevan. The first defendant performed the ceremonies after taking the authority of the plaintiff. I suggested that it is necessary to have the ceremonies performed by a boy who should be taken in adoption by her. I came here by 6 a.m. by train. I offered my condolence immediately after I came. I went to the cremation ground for Sanchayanam. The 1st defendant and Mr. Mahadeva Iyer also accompanied us. I made the suggestion about adoption at 2 p.m. that day after the Sanchayanam and dinner. I made the suggestion to the plaintiff. She agreed to that. If the defendants agreed, she would adopt one of the sons of Mr. K. Iyer. I consulted the 1st defendant: he said he would consult Mr. Mahadeva Iyer. Mr. Mahadeva Iyer left for Madras on Tuesday night. I did not speak to him: he was in Kumara Park. We were all taking our food in the same house.

Neither the plaintiff nor I on her behalf applied to or asked the 1st defendant, to give his consent for her adopting a boy. On the 10th day after

Mr. K. S. D's death, I suggested that Mr. Mahadevan's son might perform the ceremonies as a daughter's son. Mr. Mahadevan returned from Madras on the 9th day or 10th day.

It was on Monday at 4 p.m. that Lakshmi asked her mother for the keys saying that the 1st defendant wanted them. The 1st defendant and Mr. Mahadevan were in the upstairs then. The plaintiff and I gave her no reply that day. My mother and I sent Lakshmi away; nothing else transpired about the keys that day.

It was at 2 p.m. that she snatched the keys from her mother's waist. My mother and I objected to her asking the keys. Except Ammanji Venkatarama Iyer, all the others who were present objected to the plaintiff giving the keys. My mother first objected but subsequently when her grand-daughter pressed for the keys she also consented. A. V. Iyer is dead. It was I and the plaintiff that objected vehemently for the delivery of the keys. The plaintiff's daughter wrested the keys by force. We did not pursue her and take them from her. No one stopped her. I was present when she took the keys. I was sitting outside the room when Lakshmi came again with the papers. I went away in a huff for the plaintiff's delivery of the keys to her daughter. When I returned again at 4 p.m., I saw the plaintiff and her daughter talking to each other with the papers in her hand. I did not like to get in but I heard the conversation from outside.

When the plaintiff's daughter went with the keys, Mr. Mahadevan was in the upstairs. I saw him come down from the upstairs only at 7 p.m. It was at 6 p.m., that I returned home after I left the plaintiff at 2 p.m. I do not know when Mr. Mahadevan went to the upstairs.

All the 4 or 5 sheets that I saw were of the foolscap size. I do not know if both sides had been written. It looked like manuscript. When the conversation between the plaintiff and her daughter took place about the Will, one Ramanatha Iyer, Vydeeswara Iyer son of Sambasiva Iyer and my son-in-law Raju were all present. The plaintiff and her daughter were talking in one room: the others Venkatarama Iyer and I were all talking in the adjoining room listening to the conversation.

I had never heard of the Will before that hour. I do not remember whether Mahadevan went away that very day (Tuesday) or on the next day (Wednesday). In all probability he left that very night. Mr. Mahadevan was then employed as Assistant Registrar, High Court.

Question :—It is ascertained that Mr. Mahadevan was on duty at Madras on the 24th and 25th September. Do you still adhere to your former statement that he was here at Bangalore on those days?

Answer :—Yes. He was here on those dates. I distinctly remember he was here. I saw him here.

Mr. Mahadevan came here for the 10th day ceremony from Madras and stayed for a week. It is not true that the 1st defendant opened the Rotary desk and iron safe and looked into the papers in the presence of the plaintiff and her daughter and Mr. Mahadevan and kept them back.

When I came here for the funeral ceremonies and till I left this for my place, I was not aware of the existence of the draft of the Will prepared by Mr. C. V. K. Sastry.

I saw the 1st defendant take the accounts and papers on two or three occasions in one week after that Tuesday. The defendants 2 and 3 and some peons carried them. I do not remember the peons. I did not see the 1st defendant take any papers with him. I did not see the 1st defendant give the papers or bundles to defendants 2 and 3 or the peons. The papers and books. etc., were all taken in broad daylight. I have mentioned the removal to the plaintiff. She said that she looked upon the first defendant as her own son and did not mind his removing the papers. I did not suggest to the plaintiff that the Will might be removed and that she must safeguard it, as I was vexed with the plaintiff for delivering the keys to her daughter in spite of my advice. The plaintiff and I were not very friendly, subsequently, as she would not listen to my advice. I did not tell even my other relations who had come

here to advise the plaintiff to secure the Will, as that was the basis for all her rights. There were misunderstandings between me and the plaintiff on this account and we were not even on speaking terms till May 1919 when I came again here. As Lakshmi died in October 1918, it struck me in May 1919, that I must come here and offer my condolence to the plaintiff. I learnt that Lakshmi died on the day after the first annual ceremony after Mr. K. S. Doraswami Iyer's death.

When I came here in May 1919, the plaintiff complained to me that the 1st defendant was not coming to her house and was not giving sufficient money for her expenses.

We searched only one Rotary desk for the Will. We did not look into the iron safes for the Will. We searched only one day. Exhibit K was not in the desk when we searched for the Will. The plaintiff gave this along with some notices to me just before I went to get the plaint written saying that it had been given to her by her husband and that she had kept them in the iron safe. She gave them to me 4 or 5 months prior to the institution of the suit. It was subsequently that I went to Madras. I saw her take out Exhibit K and the notices from the iron safe.

We did not look into all the papers and make any arrangement as what all would be necessary for the litigation or to establish the plaintiff's title. We wanted only the Will and we only searched for it. There was no idea about any other paper and we did not search for any other.

Before the search was made, I did not tell the plaintiff, that as the 1st defendant had already taken away the papers and that there was no use of searching for the Will. After the search, the plaintiff herself said that the 1st defendant must have removed the Will and that she was unwise in not listening to my advice.

Further cross-examination is reserved, as it is past 6 p.m.

R. O. A. C.

(Sd.) G. Sreenivasa Iyer,
District Judge.
3-7-1925

7-7-1925. Aiyaswamy Iyer. Re-called. Duly sworn.

I do not remember which of the sons Mr. K. S. Krishna Iyer's sons carried the papers from the upstairs after my sister handed the keys to her daughter. One of the sons carried the papers.

I did not see Mr. Shankaranarayana Rao and instruct him to issue notices on behalf of plaintiff to the defendants before the filing of the suit. I only heard that notices were issued by him. I do not know why nothing about the taking of the Will and other papers is mentioned in the notice issued to the sons of Mr. K. S. Krishna Iyer.

I did not see the account books. I do not know what the bundles contained. I do not know what the papers related to.

My second marriage took place here in Bangalore and the whole ceremony was completed in one day. Mr. K. S. Doraswami Iyer was not present here. I do not know if he was aware of the marriage.

Question:—Your sister brought a girl from Palghat and got your marriage celebrated here without the knowledge of Mr. K. S. Doraswami Iyer. Is that so?

Answer:—I do not know if Mr. K. S. Doraswami Iyer was or was not aware of this. Mr. K. S. Doraswami Iyer came here on the next day and I left this on the same day.

I did not show Exhibit K the draft perpared by Mr. C. V. Kumaraswami Sastry to any one between the second day of Mr. K. M. Doraswami Iyer's death and the date on which I left this for my place.

After the Rotary desk was searched, the only document my sister complained as missing was the Will.

How could I write anything about the execution of the Will in my first three letters when I had never seen the Will? I wrote the notices to my sister's dictation. I read them over to her and she affixed her signatures. I was merely a scribe. She never discussed the matters or had any consultation with me. I merely wrote to her dictation. I merely put her statements in a grammatical form and made no other alteration or suggestion. I dit not suggest that though nothing need be mentioned about the first defendant's taking away the Will, it might at least be mentioned that the first defendant must be aware of the Will executed by Mr. K. S. Doraswami Iyer. We thought that the question might be raised subsequently when the 1st defendant came to her.

The words "அண்ணா அவர்களுடைய ஆர்டர்" in Exhibit N refer to the oral order alleged to have given to my sister; she stated so, she said that the "orders" must refer to both verbal and written. I wrote them to cover both. She said that the verbal order was 2 months prior to K. S. Doraswami Iyer's death, and that the written order referred to the Will. She did not say to whom the order was intended or directed.

The words " orders ", etc., mentioned in Exhibit O is a repetition of what I mentioned in the first notice, and there was no fresh talk between me and my sister in the matter. I read Exhibit P. It is mentioned therein that Mr. K. S. Ramaswami Iyer returned after Mr. K. S. Doraswami Iyer lost consciousness and was not in his senses and was about to die. These facts were mentioned to me by the plaintiff. She never mentioned to me that the first defendant and Mr. K. S. Doraswami Iyer had any talk with regard to the family matters after the 1st defendant returned from Bombay.

In paragraph 3 of Exhibit Q, it is stated that at the time of Mr. K. S. Doraswami Iyer's signing the partition deed, some interested persons suggested the production of accounts from Bombay. I learnt this only from my sister. It was when I wrote Exhibit Q that she mentioned for the first time about the unsigned partition deed. I wrote it entirely to her dictation. The "Sahodaras" referred to in Exhibit Q are the 3 brothers of Mr. K. S. Doraswami Iyer. I understood her statement referring to the 3 brothers of Mr. K. S. Doraswamy Iyer, and I wrote accordingly. I do not know who the "Madhyasthas" referred to are. I did not ask her who the "Madhyasthas" were and she did not tell me who they were. I did not ask her also as to who the "Virodhis" were nor did she tell me who they were. Till now, I did not care to ascertain who the "Madhyasthas", "Vendiyaval" or "Virodhis" were.

The word " Piragu " in para 4 means " subsequent to the improvement in his health". I meant by " உயில் பத்திரம் முடித்துக் கொண்டுவந்து விட்டார்" the draft Will Exhibit K.

Question :—If you had meant to refer only to a Will, would you not have written "draft Will"?

Answer :—I would have written so, as I know the difference between a draft and a completed Will. As it was dictated by my sister, I wrote according to her dictation.

All the facts mentioned about the Will in paragraph 4 of Exhibit Q1 meant as referring to the completed Will. I had no idea then of the existence of a draft Will. I now read the beginning of paragraph 4 of Exhibit "Q". The words "பிறகு" in para 5 of Exhibit Q refer to the Will executed in accordance with the draft prepared by Mr. C. V. K. Sastry. I knew before writing Exhibit Q that Mr. K. S. Doraswami Iyer went to Madras and brought a draft Will. No, I became aware of it only when I wrote Exhibit Q. My sisterm told me about it when I was writing Exhibit Q.

I wrote what is contained in paragraph 6 of Exhibit Q at the dictation of the plaintiff. She did not tell me then that she was able to talk to Mr. K. S. Doraswami Iyer subsequent to his losing consciousness after injection about her future or any settlement of his affairs or other matters.

I see paragraph 8 :Mahadeva Iyer said that it was proper that the plaintiff should perform the ceremonies and that Mr. K. S. Doraswami Iyer's soul would feel satisfied if the plaintiff alone performed the ceremonies as mentioned in para 8: he said so on the 10th day after Mr. K. S. Doraswami Iyer's death.

I read paragraph 10 about the delivery of keys by the plaintiff. I did not see the plaintiff's daughter take by force the keys from her mother's waist: nor did I see the plaintiff give her the keys as mentioned therein.

I have mentioned the facts relating to the opening of the desk by Mr. Mahadevan and the 1st defendant as dictated by the plaintiff. Sunday and Monday are mentioned by mistake for Monday and Tuesday in paras 9 and 10.

I read para 12, "Marunal" is also a mistake "for the same day" (or அன்றையதினம்).

I have filed affidavits for and on behalf of my sister in this suit. I do not know who issued the invitations for the Upanayanam of K. S. Viswanatha Iyer's sons.

Re-examined:—By "Sahodaras" I meant the brother of Mr. K. S. D. and Mr. K. S. D's brother's sons. R. O. A. C.

(Sd.) G. Sreenivasa Iyer,
District Judge.
7-7-1925.

D. W. 1.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

C. S. No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff

Vs.

Mr. Ramaswami Iyer and others... ... ... Defendants.

Deposition of Mr. B. N. Narasimha Iyengar, 1st witness for 1st defendant. Father's name—Narayana Iyengar, Age—35. Caste—Brahmin, Occupation—2nd Division Clerk, Secretariat. Residence—Bangalore.

Duly sworn:—I have brought the file Register for 1907-08. The original files relating to the leave of Mr. K. S. D. Iyer when he was Deputy Commissioner of Tumkur, are all destroyed. S. No. 13-14 show that he requested for the cancellation of 2 days casual leave out of 5 days previously applied for by him. S. No. 15, dated 17-2-1908 shows that he applied for 3 days' leave. Exhibit XXXVII are the entries in the Register. I have brought the file Register for 1916-17: it shows the casual and privilege leave applied for and granted to Mr. K. S. D. Iyer. Exhibit XXXVIII are the entries relating to his leave from 30-11-16 to 10-2-17. Exhibit XXXIX is the application of Mr. K. S. D. Iyer for privilege leave, Exhibit XXXIX-a is the Government order sanctioning the leave.

Cross-examined by Mr. S. N. Rao.

I do not know if the casual leave file for 1917 is in existence or not—I must see the file Register. The file Register I have brought comes up to 10-2-1917.

Re-examined:—The Register I have brought is for 1916-17. If Mr. K. S. D. had taken casual leave it would have been entered in it.

Read over and admitted to be correct.

(Signed) G. Sreenivasa Iyer,
District Judge.
12—11—25.

D. W. 2.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

Original Suit No. 11 of 1921–1922.

Mrs. Meenakshi Ammal ... Plaintiff.

Vs.

K. S. Ramaswami Iyer and others ... Defendants.

Deposition of Mr. K. S. Ramaswamy Iyer, 2nd witness for 1st defendant. Father's name—Sir K. Seshadri Iyer. Age—44. Caste—Brahmin. Occupation :—Residence—Bangalore.

Duly sworn:—I admit the correctness of the genealogical tree filed with the plaint. My father died in 1901, and my mother died in 1900. I am the last of the four brothers. Mr. Viswanatha Iyer died first on 19-11-1915. Mr. Krishna Iyer died on 24-6-1917. Mr. Doraswami Iyer on 22-9-1917. Mr. Doraswamy Iyer died leaving him surviving his widow, the plaintiff and his only child Lakshmi. Lakshmi died in October 1918, some days after the first Abdika ceremony of her father. Her husband Mr. C. K. Mahadeva Iyer, was the Deputy Registrar, Madras High Court, and he died in August 1922. Venkatarama Iyer was the only son of Viswanatha Iyer, and he died in June 1919, a few days after his marriage. Viswanatha Iyer died in Bombay. My two brothers and Lakshmi died in Bangalore. Viswanatha Iyer's son died in Satyamangalam, and Mr. Mahadeva Iyer in Guindy. Mr. K. S. Doraswamy Iyer was Revenue Commissioner when he died, and Mr. Krishna Iyer, Deputy Commissioner. Until the death of Mr. K. S. Doraswami Iyer, the status of our family was that of a joint Hindu family.

Mr. K. S. Viswanatha Iyer, was in Bangalore from 1901 till about the middle of 1903 : he came to Madras subsequently and lived with me when I was a student there. His family also came with him and lived with me. I attended the B.L. examination held in March 1904. After I passed the B.L. examination, I went away to Bombay. By that time, Mr. Krishna Iyer's wife and children came to Madras, and they were living together with Mr. K. S. Viswanatha Iyer and his wife and children, when I left for Bombay. Mr. K. S. Viswanatha Iyer continued to live in Madras till 1911, with the exception of some periods between 1905 and 1907, when he used to stay also in Bangalore. In 1911, he came to Bombay. My recollection is that he broke up his establishment in Madras between 1905 and 1907, and used to go about making Bangalore his head-quarters. His wife was always ill, and he again opened his establishment in Madras in 1907. He came alone to Bombay in 1911 and we lived in a flat. Subsequently he brought his wife and children from Madras, and we all lived together in a Bunglow till his death. I was coming to Bangalore now and then on business.

Mr. K. S. Viswanatha Iyer came to Bombay to take up the appointment of Secretary, Aurangabad Mills, Limited. The appointment carried a salary. His salary was being used for the joint family purposes down to the date of his death.

Bombay has been my house since 1904 except when I go out on business. Mr. C. K. Mahadeva Iyer was married in June 1898, and he was living with us here at Bangalore, and he lived with me also at Madras for some time when he was studying for his Arts and Law courses. He went to live separately after his parents came there.

My wife died in March 1904, before I went to Bombay. I have not married again. The sixth defendant's husband lived with me at Bombay till his death. His mother and sisters also continued to live with me till 1919 just as they were living with me in Mr. K. S. Viswanatha Iyer's lifetime. All my other sisters-in-law are living here even now under my protection.

We had some litigation in Bombay in connection with the Aurangabad Mills even in my father's lifetime. We held the bulk of the shares in the Company. The litigation continued even after my father's death, and one phase of the litigation continued up to 1907. The second phase was all in Hyderabad and the litigation ended and peace obtained in 1915.

After my father's death, Mr. K. S. Krishna Iyer and Mr. C. Sreekanteswara Iyer had taken long leave and gone to Bombay to conduct this litigation. Mr. K. S. Krishna Iyer was at Bombay when I went there in 1904. They were at Bombay even in my father's lifetime and used to come here to Bangalore now and then during my father's illness. Mr. K. S. Krishna Iyer was in-charge of the litigation and the Mills until I went there. He continued to be in charge till he put me in the way and then he came here to assume charge of his duties. He left Bombay a few months after I went to Bombay. Subsequently he was not attending to the business in the same way as he was attending previously.

Mr. K. S. Doraswami Iyer became Revenue Commissioner in 1913, and he died as Revenue Commissioner. He was previously Excise Commissioner from 1911 and also Inspector-General of Police. His head-quarters was then Bangalore. My family has immovable properties in Bangalore, Mysore and Malabar.

In Bangalore, we had two Bungalows Kumara Park (big bungalow) and Kumara Cot or the small bungalow. Kumara Park has been sold with the garden. These were the two bungalows which were generally occupied by the members of the family. Mr. K. S. Krishna Iyer was fond of the Kumara Cot, while K. S. Doraswamy Iyer was very fond of the Kumara Park. Even in my father's lifetime both the houses were being occupied. My father and the members of the family were all living in the Big Bungalow: the guests were being put up in the Kumara Cot. Whenever the main Bungalow was over-crowded, Mr. K. S. Krishna Iyer used to go and stay in the Kumara Cot.

Mr. K. S. Krishna Iyer was in Bangalore from November 1904 till 14th April 1911. He used to be in one or the other of the two bungalows during that period. He had, however, a strong predilection for the small bungalow.

I had come here in November or December 1907 to attend the Sreemantam ceremony of my niece Subba Lakshmi Ammal. I stayed here till a few days after her confinement: her mother Anantha Lakshmi Ammal is my elder sister. She became a widow at an early age of her life. She became a widow in my father's lifetime, and has been with us eversince. I am taking care of her also. Subba Lakshmi was delivered of a child in January 1908. At about the same time Mrs. K. S. Krishna Iyer and Mrs. Mahadeva Iyer were pregnant. All the members of the family who were in Bangalore lived in the Big Bungalow. When I came from Bombay, Mrs. Mahadeva Iyer was then with her parents at Tumkur. It was subsequently decided that her confinement being her first, should be at Bangalore. After that decision was arrived at, Mr. K. S. Krishna Iyer came to live with his wife and children in the small bungalow.

There is a superstition amongst that it will not be lucky if there are 3 pregnant woman at one place. On a former occasion when Mrs. K. S. Krishna Iyer and Mrs. K. S. Doraswami Iyer were living together in Madras in my father's lifetime, Mrs. K. S. Krishna Iyer was confined and there was some misunderstanding between Mrs. K. S. Krishna Iyer's female relations and Mrs. K. S. Doraswami Iyer's relation. To avoid this unpleasantness and in view of the superstitious belief among the females, Mr. K. S. Krishna Iyer removed to the small bungalow.

Mrs. K. S. Krishna Iyer had a number of confinements subsequent to the Madras incident, but there was no occasion for the Negapatam people to come her at any such confinement. This was, therefore, the first occasion for the Negapatam people to come here in connection with Lakshmi's confinement. Mrs. K. S. Krishna Iyer wanted to give no room for any unpleasantness and so removed with his wife and children to the small bungalow before Mrs. K.S. Doraswami Iyer came to Bangalore with her daughter from Tumkur. Subba Lakshmi continued to live in the big bungalow with me and her mother.

Lakshmi was confined at about the 10th January 1908. She had a daughter. My niece Subba Lakshmi gave birth to a son on 16th January 1908.

I remember the plate incident referred to by the plaintiff. I was then at Kumara Park. The plaintiff's version of the incident is not correct. I know Mr. K. S. Doraswami Iyer thought that the offering of the Thambulam and sugar to his wife in a rattan tray on the day of the birth of the son to Subba Lakshmi Ammal was a studied insult to her. Mr. K. S. Doraswami Iyer kicked the tray on his wife's complaint, and my sister presented this conduct on the part of my brother and she removed her daughter to the Kumara Cot as soon as she could She removed her children with the new bron babe as soon as Subba Lakshmi had her bath.

All the daughters-in-law of the family came from Malabar and were related closely or distantly to us in some way or other. The plaintiff came from Negapatam Taluk, Tanjore District, and we are natives of Malabar. Her people were never known to us before her marriage: they were not related to us in any manner whatever. Mr. K. S. Doraswami Iyer was hard to please, so it was difficult to select a girl among persons known to us. So we had to go to a distant place. Her ways were defferent from ours and her relatives could not pull on with our relations including my sisters-in-law. She had a temper and was very unaccommodating. For these reasons she never pulled on well either with my mother, or my sisters or my other brother's wives. The plaintiff's relationship with Mrs. K. S. Krishna Iyer and my sister Anantha Lakshmi Ammal, if anything was never cordial. She never pulled on well with any members of my family.

On account of this incompatibility of temper among the females, some members lived in Kumara Cot and others at Kumara Park. This separate living had nothing to do with any division in the family. There was absolutely no division among the members of the family. Our avocations very often kept us apart in various places.

The brothers attached no importance to the joint performance of the annual Shradhas of our parents by all together at one place. We used to perform the Shradhas wherever we were on those days—each by himself, or two of us, or three of us, or four of us as we happened to be at the time. This was the state of things before 1908, and even after 1908.

My mother's Shradha fell on 10th February 1908. I performed that year's Shradha either at Nasik or at Bombay, but I do not remember the exact place. The statement in Exhibit D that Mr. K. S. Doraswami Iyer declined to perform the Shradha at Bangalore is not correct. Exhibit XXIV was written by Mr. K. S. Doraswami Iyer to my brother Viswanatha Iyer who is addressed by his pet name Vissoo. The whole of it is in Mr. K. S. Doraswami Iyer's handwriting.

I know Raja Venugopal's house near the Trichy Railway Station. I have lived there. The building had an upper storey and a number of out-houses. There is sufficient accommodation for more than one Shradha being performed simultaneously in that house.

Mr. C. Sreekanteswara Iyer is also known as Nanjappa: he was in the Mysore Service, and came on as Assistant Commissioner in 1891 to the staff of my father when he was Dewan: thenceforward he continued to be continuously with my father either as Private Secretary or as Assistant Secretary: sometimes he was discharging both these functions. He was the trusted Secretary of my father. My father reposed his utmost confidence in him. He used to look after my father's private affairs as well. He was on the most affectionate terms with all of us and continued to manage our family and business affairs and look after our finances also in the same way as he was looking after in my father's life-time. In short, we looked up to him as if he were an elder brother, and he conducted the affairs as if an elder brother would do. He was managing all our affairs with our consent. We looked up to him for everything. He represented the whole family: we looked up to him for everything, domestic, financial and business. He used to raise loans for us, and sometimes used to mortgage his own property for us and give us his personal liability on our behalf.

There were no serious differences between him and Mr. K. S. Doraswami Iyer. Mr. K. S. Doraswami Iyer was hasty and impulsive and was also very sensitive to boot. There used to be some breezes between the two, the only cause being Mr. C. Sreekanteswara Iyer's inability to provide funds to Mr. K. S. Doraswami Iyer when needed by him. These were only temporary: they used to resume their old affectionate relationship when Mr. C. Sreekanteswara Iyer provided the funds or convinced him of his inability. Mr. K. S. Doraswami Iyer was exhibiting the same temper towards the other members of the family and sometimes he would exhibit the same temper even towards his wife.

Mr. K. S. Doraswami Iyer went to Madras at the end of 1916 on leave: Mr. C. Sreekanteswara Iyer was going to Rameswaram with his people. Mr. Doraswami Iyer learnt of it and joined him. Exhibit VII is the letter that Mr. Doraswami Iyer wrote to Mr. C. Sreekanteswara Iyer in that connection. Mr. Krishna Iyer, his wife and children also joined the party and they all performed the Rameswaram pilgrimage together. It was on their return they had to perform my mother's Shradha at Trichi, at the end of January 1917. It was to this that Mr. Doraswami Iyer has referred to in his letter.

The first auspicious ceremony performed in my family after my father's death was Subba Lakshmi's marriage in 1903. In 1908 the first auspicious ceremony were performed among my brothers' children: they were the Upanayanams of the defendants 2 and 3, also known as Sami and Subbamani respectively. Mr. Sreekanteswara Iyer, in consultation with Mr. K. S. Doraswami Iyer, arranged for all the details: how much had to be spent and in what respects were all arranged by them. The invitations were sent in Mr. K. S. Krishna Iyer's name. It was at the express desire of Mr. K. S. Doraswami Iyer that the invitations were issued in Mr. Krishna Iyer's name, as we did not attach any importance to the old fashioned notion of issuing them in the eldest member's name; as many of the friends of Mr. K. S. Krishna Iyer were not known to Mr. K. S. Doraswami Iyer, he desired that they should be issued in the name of the boys' father. Mr. K. S. Doraswami Iyer attended the Upanayanams performed in the small bungalow at Bangalore. The plaintiff's statement that her husband felt insulted by the invitations not being issued in his name is a false story. On the other hand, he received the guests and took the leading part in the ceremonies as the eldest member would do. I was present at the function.

Even on subsequent occasions the invitations were issued in the name of the father of the girl or boy whose marriage or Upanayanam had to be performed. Mr. K. S. Viswanatha Iyer issued invitations in his own name for his son's Upanayanam in March 1909. I attended that Upanayanam at Madras. Mr. and Mrs. K. S. Doraswami Iyer also attended the Upanayanam and stayed for all the four days. Mr. C. Sreekanteswara Iyer, as usual arranged for all the details in consultation with Mr. K. S. Doraswamy Iyer: that is to say, he found the necessary funds and arranged for other details.

Mr. K. S. Viswanatha Iyer performed my father's Shradha with Mr. K.S. Doraswami Iyer at Tumkur in August or September 1909.

After my father's death the immovable properties stood in the name of Mr. K. S. Doraswami Iyer. Excepting jewels, the bulk of the movable properties consisted of shares in Aurangabad Mills. The bulk of those shares stood in Mr. K. S. Doraswami Iyer's name until we mortgaged them to a Banker. There were also some shares in the names of other members of the family or their nominees. The shares were not in the joint names of the members. There was no division of shares as stated by the plaintiff. There was no division of houses as stated by her. The Kumara Park stood in the name of Mr. Doraswami Iyer in the Municipal Registers. So also the properties in Nilambur and other places stood in his name. None of my brothers had any dealings with the outside world as if he were a separated member.

My brothers Mr. K. S. Doraswami Iyer and Mr. K. S. Krishna Iyer were always living beyond their income, and they often did run into debts when

they required funds. Mr. C. Sreekanteswara Iyer was always appealed to for funds.

My expenses at Bombay were being met out of the family funds: I mean the whole establishment at Bombay were being maintained from the family funds. I used to take such portion of the family funds as used to pass through my hands for the expenses. Sometimes I used to get remittances from Mr. C. Sreekanteswara Iyer for the expenses. The funds I received were received as family funds and spent as such: this state of things continued upto the death of Mr. K. S. Doraswami Iyer, and in fact continues even up-to-date. Eversince my father's death, we had an establishment at Bangalore, one at Bombay, one at Madras, and even one at Mysore till the house was sold. We had to pay for these establishments out of the joint family funds. We made no distinction between the joint family funds and any salary that a member obtained. I was not sent to Bombay by Mr. K. S. Doraswami Iyer as Manager of the Aurangabad Mills on a salary of Rs. 1,000 a month. Mr. K. S. Doraswami Iyer had no greater concern in the Mills than myself: his interest in it was the same as mine; the interest in it was of the whole family.

The properties of the family in Mysore consisted of a house, house sites, and a garden; all except the garden, have been sold. The house was sold in 1903; it was sold for forty-three thousand rupees because the family was in need of funds. The house sites were sold on 20th July 1913 to Government under Exhibit XXXV. Mr. K. S. Doraswami Iyer has signed it. Exhibit 40 is a copy of the letter by the Government to the District Registrar forwarded to Mr. K. S. Doraswami Iyer for his information: the pencil note on Exhibit 40 is in Mr. Doraswami Iyer's handwriting. The suggestion mentioned refers probably to the exemption from stamp duty on the sale deed.

My family was jointly interested in the Nilambur forests along with the Dewan Rangacharlu's family; the estate is generally known as Rangacharlu-Doraswami Iyer's estate or R. D. Estate. It was not Mr. K. S. Doraswami Iyer's separate estate. In the beginning it was being managed by one Raja Rao under Power of Attorney granted by Mrs. Rangacharlu (Ammalu Ammal) as guardian of her minor grandson and by Mr. Doraswami Iyer. Raja Rao is dead; he died in 1913. Mrs. Rangacharlu and Mr. Doraswami Iyer gave me a Power of Attorney to manage the forest subsequent to the death of Raja Rao. Exhibit XLI is the copy of the Power of Attorney. I could not lay my hands on the original though I made a search for the same. Exhibit XLII, dated 28-9-1913 is a letter written by Mr. K. S. Doraswami Iyer to Mr. C. Sreekanteswara Iyer in connection with this Power of Attorney. Mr. C. S. Doraswami Iyer referred to in it is Mr. C. S. Doraswami Iyer, now Judge of the Chief Court; he was our family Vakil. "The P/A from Visoo" is the Power sent by Mr. K. S. Viswanatha Iyer to Mr. C. Sreekanteswara Iyer to admit execution of Exhibit XXXV before the Registrar.

I used to keep Mr. Doraswami Iyer informed of all that I was doing in connection with the management of these properties, and we used to correspond with each other and have conversations when we met. Mr. Rajagopala Charlu and Mr. Rangaswami Iyengar, the sons-in-law of Mr. Rangacharlu who were managing Dewan Rangacharlu's grandson's interest were also meeting us and discussing with us about the management of these properties. There was a dispute between us and Thirukoilur Dewaswam in regard to the boundary in certain hills. The suit was filed by Mr. K. S. Doraswami Iyer and I signed the plaint. Exhibit XLIII is the plaint and I have signed it under the authority of the Power given to me. The suits were compromised. Exhibit XLIV is the compromise petition in the case. Exhibit XLV is the affidavit of Mr. K. S. Doraswami Iyer and Mrs. Rangacharlu: the signature in it is that of Mr. K. S. Doraswami Iyer. Exhibit XLV-a is the plan referred to in the affidavit and contains the signatures of Mr. S. D. K. Iyer and Mrs. Rangacharlu. Mr. K. S. Doraswami Iyer was kept fully informed of the Nilambur affairs. Exhibit XLVI, dated 14-9-1914 is a letter written to me by Mr. Doraswami Iyer about the Nilambur Estate. Raju referred to therein is the late Mr. Rajagopalacharlu, son-in-law

of Dewan Rangacharlu. Sundara Iyer referred to in Exhibit XLVI obstructed us in taking possession. Raja Rao filed a suit for possession against certain trespassers and obtained a decree. In execution when I went to take possession one M. R. Sundara Iyer obstructed. I applied for the removal of the obstruction. The application was dismissed. Exhibit XLVII is the copy of the order. I had to file a suit. Exhibit XLVIII is the copy of the plaint in the suit. I filed the suit after Mr. Doraswami Iyer's death, under the instruction given to me prior to his death, and after the order of dismissal of our application for removal of obstruction. Mr. Doraswami Iyer was fully cognizant of all the Nilambur affairs and he and Dewan Rangacharlu's grandson borrowed money for the litigation; and Exhibit XLIX is the discharged promissory note they had executed in that connection. Exhibit L, dated 18-4-1917 is a letter to me by Mr. Doraswamy Iyer in connection with the unfavourable order about Nilambur Estate. Exhibit LI is the copy of the judgment in another suit filed by Raja Rao against certain persons. A suit had been filed by a Mapilla against me and Dewan Rangacharlu's grandson for the recovery of money alleged to have been borrowed by Raja Rao. Exhibit LII is the copy of the plaint.

Read over and admitted correct.

(Signed) G. Sreenivasa Iyer,
District Judge.
12—11—25.

13—11—25

Mr. Ramaswamy Iyer, duly sworn: Examination continued:—

Venkataraman, husband of the 6th defendant was 21 years old when he died. We were undivided and we are undivided even till to day.

Mr. C. Sreekanteswara Iyer did not keep regular books of accounts—like cash, ledger, etc., kept from day-to-day ; nor did he cause any one to keep such books: that was the practice both before and after my father's death. He had materials like vouchers, cheque-books, etc., from which a statement of accounts could be prepared at any time. What I meant was that he kept no accounts like a shop-keeper or business man.

In my father's lifetime, he used to compile statements of moneys received and spent from the materials he had with him. He compiled such statements also after my father's death; the first of such compilations was for the period from 1901 to 1910; I think he started making the compilation in 1909 and completed it in 1911. This compilation, with all the vouchers, were handed over to me for checking the arithmetical accuracy. I had them with me. About the end of 1911, we four brothers had met at Bombay, i.e., just before the Delhi Coronation. Viswanatha Iyer and I were both checking the figures. Mr. C. Sreekanteswara Iyer was sending also the figures for the subsequent period, and we two were bringing the whole compilation up-to-date, when we all four met at Bombay. Mr. Doraswami Iyer wanted to have a look at them while at Bombay. I gave the compilation to him. Mr. Krishna Iyer and I then left for Delhi. Mr. Doraswami Iyer and Viswanatha Iyer remained behind at Bombay, and the accounts remained with Mr. Doraswamy Iyer. Mr. K. S. Krishna Iyer and I must have returned to Bombay in January 1912. Before I returned to Bombay Mr. Doraswami Iyer had left for Bangalore. Mr. Doraswami Iyer took away the compilations with him when he left Bombay. He seems to have handed them for audit to Mr. Salanson of Madras. Mr. Salanson seems to have told Mr. Doraswami Iyer that there was a large discrepancy of three lakhs of rupees, and that Mr. C. Sreekanteswara Iyer should account for the discrepancy. Mr. Doraswamy Iyer was very much perturbed over this, and so came to Bombay in about March 1912. He took the compilation to Mr. Bhaishankar Nanabhai, our family Solicitor and friend at Bombay, and told him what Salanson had said. He requested Mr. Bhaishankar to go over the accounts and verify if there could really be a

discrepancy of three lakhs of rupees as stated by Mr. Salanson. Mr. Doraswamy Iyer also told me to see Mr. Bhaishankar in the matter and came back from Bombay to Bangalore. As per my brother's instructions I saw Mr. Bhaishankar. He wanted a fresh audit to see if Mr. Salanson's audit was correct or not. He gave certain instructions and one of his own men, and asked us to audit the accounts again. When my brother Viswanatha Iyer and I audited the accounts with the help of Mr. Bhaishankar's clerk, we found that the discrepancy of 3 lakhs was a myth and the real discrepancy was only a few thousands. Mr. Bhaishankar said that the discrepancy was absolutely nothing in view of the large concerns we had, and for the long period to which the accounts related. Mr. Bhaishankar was a friend of the family even during my father's life-time. I know personally he was the confidential adviser of the family after my father's death. My brother Mr. K. S. V. Iyer and I were keeping correspondence with Mr. K. S. D. Iyer during the period we were checking the accounts under the instructions of Mr. Bhaishankar. Exhibit LIII, dated 5-6-1912 is one of the letters I wrote to Mr. K. S. D. Iyer in that connection. Mr. Bhaishankar is now dead. After the fresh compilation and recasting and reauditing, Mr. Bhaishankar scrutinised them again and wrote to my brother the result of the investigation. Exhibit LIV is his letter, dated 11-10-12: the whole of it is in Mr. Bhaishankar's handwriting. Mr. K. S. D. Iyer has noted on the letter itself the draft reply he sent to Mr. Bhaishankar. Mr. Doraswamy Iyer was not at all pleased with Mr. Salanson's discovery and was very much perturbed: he was very glad to find the discrepancy to be a myth and his relationship with Mr. C. S. Iyer was extremely friendly subsequently. Mr. K. S. D. Iyer and each of the brothers got a copy of Mr. Bhaishankar's compilation. Mr. Doraswami Iyer did not want this discrepancy and the consequent suspicion to reach at all the ears of Mr. C. S. Iyer. Mr. Bhaishankar's firm was the leading firm of Solicitors in Bombay.

Mr. Srikanteswara Iyer was holding a Power of Attorney for the Bombay business. It was never revoked by Mr. Doraswami Iyer so long as he was alive. In the compilation, we had to group accounts under major heads. Mr. Bhaishankar gave me the major heads of expenditure, to find out the purpose for which the expenditure was incurred. These headings came out of Bhaisankar's head, and were not intended to show any division of the family or to show that they were the personal accounts of the members of the family. Mr. K. S. D. Iyer was always in need of money.

After this compilation Mr. Doraswami Iyer used to tell me now and then that his other brothers were helping themselves to family funds, and that they must not take them. He wanted to make a distinction between the personal liability and joint family liability of each member. In other words, he did not want the brothers to draw upon the joint family income; he wanted to hold each brother responsible for the inroads made upon the family income, he wanted to get the debts of the family reduced. Mr. K. S. Doraswamy Iyer used to get various compilations made by his clerks: he used to show them to me and give me suggestions and make me prepare some statements. I was only his instrument in making some of the statements. Sometimes he used to say when he was in need of funds, that the others had taken away a large portion of family funds. There were acute differences among the brothers as to what should be considered as personal expenses and what as joint family expenses.

In consequence of these differences, he asked me to compile a list of personal withdrawals as he hought they should be adjusted. As he was always in need of funds, he wanted more funds from the family than was absolutely necessary, when other members had drawn more than what he had taken, on account of their pressing necessities he used to propose adjustments and compilations regarding personal withdrawals. This was his attitude till his death. Whenever he asked me to prepare any statements I was always preparing them and sending them. What irritated him was that some of the brothers who had a bigger family to support were helping themselves to a larger portion of the family funds. All the members were looking up to Mr. C. S. Iyer for funds

Whenever Mr. Doraswami Iyer demanded money of Mr. C. S. Iyer he was being questioned as to his necessity. Mr. K. S. Doraswamy Iyer required the accounts also to find out what other members had taken out of the family funds, so that it might be an answer for his demand for funds.

Exhibit 55 dated 16-6-1914 is a letter written to me by Mr. Doraswamy Iyer. I see Exhibit A : the allegation that to all intents and purposes we were divided in status is not true. Exhibit E is the reply sent to Exhibit A by Mr. Krishna Iyer. The 6th paragraph commencing from "so far all proposals" refers to the acute differences mentioned by me above. Exhibit F is a reply sent by Mr. C. P. Ramaswamy Iyer ; it sets forth Mr. Krishna Iyer's view of the status of the family. Exhibit D is the reply to this. I see paragraph 1. Mr. Krishna Iyer was not too ill then to perform the Shradha of my mother. I received only one notice as in Exhibit A. I did not give any reply. I knew my nephew (6th defendant's husband) had also received a notice. Just then I wanted to come to Bangalore. I thought of consulting my brother and then giving reply. I came to Bangalore in February or March 1917. At about that time, Mr. Krishna Iyer was on leave in Bangalore. I had some business at Manjeri in connection with Nilambur litigation. Mr. Krishna Iyer went to Malabar in search of a bride for his eldest son. So we both travelled together for sometime in Malabar and South India. I see the last sentence in Exhibit D. I remember we travelled in March and April. Mr. Krishna Iyer took ill at Ootacamund and got worse at Madras. He was in rather a serious condition when he came to Bangalore.

I see Exhibit XXI. Mr. Krishna Iyer (Chinnappa) came here on 4th May as stated therein. I was in Bangalore when Exhibit D was received. Mr. Krishna Iyer was then very bad and the Doctors were despondent of his recovery. Exhibit D was never put into the hands of Mr. Krishna Iyer. Mr. Krishna Iyer's condition was very bad and I could not trouble him with this matter. Mr. K. S. Doraswami Iyer who had come to see Mr. Chinnappa after the doctors had given up hopes was much moved and he said : "Don't show this letter to him." He was anxious to know if I had already shown it to him. When I told him I had not, he asked me not to show it to him : he asked me to consider as if all the notices had not been issued at all and to destroy them.

Mr. Doraswamy Iyer was seeing Mr. Krishna Iyer during the period of his illness.

Mr. Justice Kumaraswamy Sastriar was staying with Mr. Doraswamy Iyer in Kumara Park at the time Mr. Krishna Iyer died here. No accounts were looked into in the presence of Mr. K. Sastriar and no draft partition deed was prepared then.

After Mr. Krishna Iyer's death, Mr. C. S. Iyer and I had conversation with Mr. K. S. Doraswami Iyer about his alleged division of status from 1908 when it was brought home to him that he could not sustain his allegations. He gave up his contention of the division in status from 1908. He said 'we are joint even now'. He said that we might have a partition, he first wanted an adjustment of the personal accounts : he wanted to look into the accounts, and have an adjustment as proposed by him all along and then to enter into a partition. It was never suggested to me that there should be first a division in status and then a division by metes and bounds. He wanted to go into the accounts and then have a complete partition.

At no time did he tell me that he wanted to be considered as divided in status from the other members of the family.

Mr. C. S. Doraswami Iyer, Mr. K. S. Doraswami Iyer and I met and conversed as to how the debts should be discharged, how the future partition should be effected and when the actual division in status or disruption of the family should come into existence. A short note of the terms was made by me; I took the notes to Mr. C. S. Doraswami Iyer for making certain drafts on that basis. Mr. C. S. Doraswami Iyer prepared the drafts and they were shown to

Mr. C. Sreekanteswara Iyer as my brother had asked me to do. The drafts were then handed over to Mr. K. S. Doraswami Iyer.

Exhibit 56 is the draft in my hand-writing, it was on the basis of this, Mr. C. S. Doraswami Iyer prepared his drafts. Mr. C. S. Doraswami Iyer has made certain entries in blue pencil. The last sheet is entirely in has hand-writing. I see also some notes on these in the handwriting of Mr. C. S. Iyer. My draft represents the result of the conversation, my brother, Mr. C. S. D. Iyer had as mentioned above.

Mr. K. S. Doraswami Iyer was not very well on the day I gave him the drafts perepared by Mr. C. S. Doraswami Iyer. He asked me to leave them with him so that he might go over them and incorporate his suggestions therein. The ideas contained it Exhibit 56 were embodied in legal language in the drafts prepared by Mr. Doraswami Iyer and given by me to my brother. Subsequently my brother told me that he wanted to look into further accounts and that this question of partition might stand over for future consideration. I sent to him the further particulars of accounts which he wanted. I gave him some accounts when I wase here. Exhibit XXIII was received by me when I was in the Small Bungalow. I said I would send the rest after going to Bombay. Exhibit 57 is the copy of the reply I sent. I left for Bombay a day afterwards. Exhibit 58 dated 3-8-1917 is signed by Mr. K. S. Doraswami Iyer and was sent to me when I was in Bombay. Exhibit 59, dated 6-8-17 is the reply I sent. Exhibit 59 (a) is the statement I sent with letter. There was no correspondence between us in the matter after the 6th of August. My brother fell ill in the early part of September 1917. I was then at Bombay.

After I left for Bombay in July 1917, I came here only 3 or 4 days before the death of my brother. Generally I stay in Bombay or Aurangabad. When I was in Bombay I used to get letters from Mr. C. S. Iyer and Dr. Atchuta Rao about my brother's health. My brother's clerk also wrote to me. Exhibit 60 and 60(a) are the letters written to me by Dr. Atchuta Rao. He was the family doctor. So also Dr. Krishnaswami Iyer. Exhibit 61 is the telegram I received and on its receipt I started for Bombay from Aurangabad and came here direct from Bombay. My brother's condition was critical when I came. He was often unconscious and incoherent in his talk. Dr. Krishnaswamy Iyer who was attending on him forbade everyone to have any conversation with the patient. His condition was such that no one could have carried any sustained conversation with him. I had no conversation with him about the Mill affairs, Nilambur affairs or family affairs after I came here.

My brother was absolutely unconscious when his daughter and son-in-law came from Madras. Mr. Mahadeva Iyer was present at the cremation on Sunday. He left that very night for Madras. I remember very well that he left that night because I told him that it was a superstition amongst us that those who were present at the cremation should be present also at the Sanchayanam. He persisted in going as he had urgent work on the next day at Madras. He said he would come back for the 10th day ceremony. He came back on the 8th day after my brother's death and remained till after the Subhasveekaram.

Just before Mr. Mahadeva started for Madras on the day of the cremation, he went to take leave of the plaintiff. I was then present with him. The plaintiff gave him a draft of the Will and asked "இது செல்லுமா". Exhibit K is the one that she showed to him. Mr. Mahadevan said that it was not signed or attested and that it was not valid, and it was only a draft. He then asked her whether she had been given any authority to adopt either by writing or orally or whether this was all she had with her. She replied to him that Exhibit K was all that she had and that she had been given no other authority oral or written.

The plaintiff's brother and her other relations arrived here on Monday morning and were present at the Sanchayanam. At the time of the cremation some one suggested that the ceremonies might be performed by Mr. Mahadeva Iyer's son. As the boy was the only son of Mr. Mahadeva Iyer he did not agree to the proposal and said that the widow might perform it. I did the ceremonies for and on behalf of the plaintiff. (அவன் கையில் பில்லு வாங்கிப்பண்ணினேன்.)

The plaintiff's brother said on the Sanchayanam day that it was not proper that the widow should perform the ceremonies but that they should be performed by her grandson. I told him that the suggestion had already been made and was not accepted by Mr. Mahadeva Iyer. He then suggested that I should arrange for the plaintiff's taking in adoption one of Mr. Krishna Iyer's sons and then getting the ceremonies performed by that adopted boy. I said I would try; but the plaintiff imposed certain conditions wich I could not agree to and so the matter was dropped. The plaintiff then sought my authority to adopt some other boy if she could not adopt one of the sons of Mr. K.S. Krishna Iyer. As she imposed the same conditions I could not give her the authority.

On the cremation day, or the subsequent Monday, Tuesday or Wednesday, I did not open the desk or any other box of my brother Doraswam Iyer. It was two or three days after the Subhasweekaram, i.e., on the day on which Mr. Mahadevan wanted to start for Madras that I first wanted to look into my brother's papers relating to the Mill, other business and family matters. Generally all such papers were being kept in the iron safe in his office room; the current papers were being kept in the Rotary desk in the same room. The office room was in the upstairs of the Kumara Park. The keys of the iron safe and Rotary desk were with the plaintiff. I asked her to open them. Mr. Mahadeva Iyer and I were upstairs. We told Lakshmi to ask the plaintiff to come up so that we might open and see the papers. The plaintiff came up with her daughter and let us have a look at the papers. The plaintiff was there throughout when we examined the papers. After inspection, the Mill papers were placed in the iron safe, the other papers were left where they were. The desk and the iron safe were locked and the keys taken away by the plaintiff. I took no paper from the desk or the safe. Neither Mr. Mahadeva Iyer nor his wife took any papers. We were all four together during the inspection. I never got the keys again at any time subsequently.

The relationship between Mr. Mahadeva Iyer and his wife and the plaintiff and her husband were normal and amicable. I did not reply to the Tamil notices sent to me by the plaintiff. The first three of them were received in 1919. I could not read Tamil properly. I just managed to read somewhat and I thought she was making extravagant demands for sums I was allowing her. The fourth notice was received by me a year afterwards, i.e., in or about September 1920. I did not reply to it either as there were in addition to the extravagant demands absolutely false stories that I had made away with the Will. I learnt that a similar notice had been given to Mr. Mahadeva Iyer. Mr. Mahadeva Iyer wrote to me that he gave her a reply. As we were sailing in the same boat I thought his reply was sufficient and treated the notice with the contempt it deserved.

Exhibit 62 is the letter, dated 27-9-20 I wrote to Mr. Mahadeva Iyer in reply. Mr. T. A. Ramachandra Rao is the executor under the Will of Mr. Mahadeva Iyer and has custody of all his papers and effects.

Mr. K. S. Viswanatha Iyer at no time expressed any desire to get himself divided from the family.

I had to sell Kumara Park after the death of Mr. Doraswami Iyer. There was an idea of selling it even in the lifetime of Mr. K. S. D. Iyer. The family was indebted to the extent of 4 or 5 lakhs at the time of his death. We were indebted to Mr. Arcot N. Mudaliar alone to the extent of 3 lakhs and more. Except Kumara Park there was no other property to which I could have looked to for the discharge of the debts. I sold it for 4 lakhs and discharged the debts. But four lakhs did not suffice even for their full discharge. I did not incur any of those debts for the discharge of which I used the four lakhs. Without the papers I cannot say what debts were incurred subsequently and the details of the discharge I do not remember. I know that a major portion went in discharge of the old debts. The plaintiff was kept informed of everything throughout the course of the negotiations. The negotiations lasted for about 8 months. I kept Mr. Mahadevan also informed of the negotiations.

The negotiations were completed in July 1918. Exhibit 63 is the sale deed I executed : it is dated 21-11-1918.

Further examination is reserved.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.
13-11-25.

14—11—25.

Mr. Ramaswamy Iyer, duly sworn : Examination continued :-

Exhibit 63 was also signed on behalf of Venkatarama Iyer. The recitals therein are correct. Though the negotiations were closed and the price settled by July, the actual execution of the deed took place only in November as the plaintiff wanted a separate residence for her before she could shift. She wanted another house to be built for her or purchased for her and hence there was delay. Even before the settlement of the price the Government Officers had come to prepare an estimate after taking the measurements of the house and the grounds and all out-houses. The plaintiff was then in Kumara Park.

The amount I actually paid to Messrs. A. N. M. and Co., in full settlement of their claims was nearly half a lakh less than what they demanded. The Auraugabad Mills Limited is a private Co., and the shares are not in the share market of Bombay and they could have fetched no price. So I could not sell them and discharge the debts. Even if the Kumara Park had been let out for rent, it could under no circumstances have fetched a reasonable interest on the price of 4 lakhs. There was no one who could take it even for rent. It required a fairly costly establishment to keep it in habitable condition.

Even after the sale deed Exhibit 63 was executed the plaintiff did not vacate Kumara Park but wanted more time. Possession was given to the Government in February 1919.

Exhibit 64, dated 29-7-1918 is a letter I wrote to Mr. Mahadeven in connection with the sale. The statements I have made therein are correct.

After the sale of Kumara Park the plaintiff intended to settle in Bangalore. Houses were looked for, for her residence through myself, other relatives and friends. She then agreed to live in the house of my sister Ananthalakshmi Ammal in the High Ground if I could make it available for her. That house is known as Rama Villa. I purchased it from my sister, and allowed the plaintiff to live in it. The Government were complaining that though they had paid the money, possession had not been given over to them. I arranged for her continuing in it till I secured the house. I kept the plaintiff informed of everything. I was then in Kumara Cot. I used to tell her in person or write to her brother's son Venkatarama Iyer or son-in-law Krishnamurthy Iyer alias Raju Iyer. The correspondence was in English with me and one of them. Exhibits 65 and 65(a) are the letters I wrote about the vacating of the Kumara Park. The statement of facts mentioned in these two letters are correct and are within my personal knowledge.

There was plenty of furniture in the Kumara Park. The plaintiff removed some portion to Rama Villa and I removed the rest to small bungalow. There were two iron safes in the Kumara Park. There was a big one kept downstairs, in which the plaintiff used to keep her jewels. She removed it to Rama Villa. There was another in the upstairs : in that were kept the Mill and family papers. I removed it with the other furniture to Kumara Cot. I see Exhibit XXVII. It is signed by Venkatraman the plaintiff's nephew : he is dead : it is addressed to Mr. Mahadeva Iyer. Exhibit XXVIII is in Krishnamurthy's handwriting.

The diamond bangles of my mother, diamond ring and Gandaberunda-

necklace of my father are with the plaintiff : they are family jewels. Certain jewels were being used by certain members. The plaintiff's story about division and adjustment is false. Mr. Doraswami Iyer was wearing the ring after my father's death. He had purchased jewels for his wife, daughter and grand-children from Messrs. Tawker and Sons. I discharged the debts which came up to Rs. 15,000 after Mr. Doraswami Iyer's death. I discharged a debt of about Rs. 10,000 to the Madras Bank, a debt of 5,000 to Sampangirama Setty of Hosur in Salem District, and sundry other debts due to friends and shops. There was another debt due to Madras Stable Company and Raja Venugopal. The last two were discharged by Mr. Mahadeva Iyer by selling Mr. Doraswami Iyer's motor cars. I similarly discharged the debts of Mr. Krishna Iyer and Mr. Viswanatha Iyer.

Item 6 in schedule A belongs to Mr. C. S. Iyer ; it never belonged to the family and is not at all the house of the family. The income of the properties in schedule C (b, c, d, and e) are being allowed to be enjoyed by my paternal uncle's daughter's sons : they belong to the family. My father and uncle were undivided and the properties are ours.

Exhibit 66 and 66(a) are the replies to the notices issued by Mr. Sankaranarain Rao. Exhibit 67 and 67(a) are the pages in the History of Gazetted Officers relating to the services of Mr. Krishna Iyer and Doraswami Iyer.

There were no interviews between me and Mr. Doraswami Iyer about the family matters in which Mr. Kumaraswami Sastriyar took any part or assisted us about any partition ; there was no such interview or talk.

On the day of the cremation when Mr. Mahadevan had the talk about Exhibit K he asked her if there was any perfected Will. She said she had no other Will except the draft Exhibit K. She said she had no Will or other document bearing on the question of his last wishes. There was no such incident as alleged by the plaintiff that her daughter showed her any Will and questioned her about the way in which her father had dealt with her.

The defendants 2 to 5 and the 6th defendant's husband were not at all present at any of the conversations I had with Mr. K. S. D. Iyer or Mr. C. S. D. Iyer or Mr. C. S. Iyer about the adjustment of the personal account. I never communicated the conversations as my brother had told me not to trouble the youngsters with anything till we had come to some understanding. By extravagant demands I meant she was setting up a false story of partition etc.

I see Exhibit T ; the ink entries are in Mr. K. S. Doraswamy Iyer's handwriting. This was a note made at one of the interviews I had with Mr. K. S. D. Iyer and Mr. C. S. Doraswamy Iyer. It records the amount of rent for the two bungalows and the disposal of the Mill Agency remuneration and the allowances to be given to the families of my brothers, Mr. Krishna Iyer and Viswanatha Iyer. It is simply a note of the suggestions at the interview made by Mr. K. S. D. Iyer. I jotted down his suggestions and he wanted to consider them.

Cross-examined by Mr. M. Ramachandra Rao:—

I started negotiations for the sale of the house immediately after my brother's death. Mr. Srikanteswara Iyer and I took the Chief Engineer to see Kumara Park as stated in Exhibit XXVII. Raju Iyer and Venkatraman were living then with the plaintiff. They continued to live with her till the house was given to Government. The plaintiff and these two were kept fully cognisant of all the negotiations that were taking place with the Government. She was fully aware of the sale and raised no objection whatever. Exhibit 68, is the letter of the Chief Engineer asking me to deliver possession. Exhibit 69, dated 29-11-18 is the reply I gave. It was at the request of the plaintiff that I asked for the permission of the Government to deliver possession in January. I obtained further extensions and all at the request of the plaintiff. Exhibit 70, dated 21-2-19 is the letter I wrote informing the Chief Engineer about the delivery of possession. I remember I wrote this for a further demand on the part of the Government for possession of the Kumara Park. Exhibit 71 is the receipt I obtained from Messrs. A. N. M. & Co., in full satisfaction of their claims. All the debts

discharged out of these 4 lakhs were family debts. Mr. A. N. M's debts were very longstanding debts and there was a great pressure for payment. The firm had given notice threatening legal proceedings. After the plaintiff removed to Rama Villa, she at no time told me that she was not aware of the sale.

Cross-examined by Mr. M. Ramaswami.

I cannot say definitely whether 6th defendant's husband was in Bangalore at the date of Mr. Krishna Iyer's death: he was in Bombay when I had interviews with Mr. K. S. D. Iyer at Bangalore with regard to the adjustment of personal accounts. The statement in Exhibit D (P7 in Book 3) that Mr. Viswanatha Iyer suggested an equalisation of the jewellery is not correct. The allegations in the whole of that paragraph are not correct. I deposed yesterday about the adjustment of personal accounts that Mr. K. S. D. Iyer used to suggest. Mr. K. S. D. Iyer once suggested that the jewels in the possession of each member should also be adjusted: but there was no suggestion from Mr. K. S. K. Iyer or K. S. V. Iyer in the matter. I did not convey any such suggestion as Mr. D Iyer has alleged. Mr. Viswanatha Iyer and I never lived as separated members of the family. I was not paid any fixed salary by the Company as Agent. The Agency Firm is paid remuneration and I am a member of the Agency Firm. I see Exhibit G. It is signed by 3rd defendant for the 6th defendant's husband. I do not know what became of the original notice. I did not see it. I am giving now Rs. 400 a month for the plaintiff.

Cross-examined by Mr. K. Sankaranarain Rao:—

I was 8 or 10 years old when the plaintiff was married. I have no personal knowledge as to the circumstances in which the plaintiff was selected to my brother. What I said above was based upon the talk in the house.

After December 1907 Mr. Krishna Iyer and his wife and children never lived permanently in the big bungalow. Mr. Krishna Iyer, his wife and children always lived permanently in the big bungalow after my father's death. When there were too many at home some used to go and live at Kumara Cot. After December 1907 Mr. K. S. K. Iyer lived permanently in the small bungalow, though whenever there was necessity, he used to live also in the big bungalow.

As the small bungalow had been built after the taste of Mr. K. S. K. Iyer and as it was small and compact and did not require a costly establishment he had a special predilection for it.

Mrs. K. S. K. Iyer gave birth to defendant No. 5 in 1908, but I do not remember the month in which he was born. He was born in the early part of 1908.

Mr. K. S. V. Iyer was as Secretary of the Company getting Rs. 300 a a month. The Agents were first getting 6,000 rupees a year as minimum remuneration, later on it was raised to 12,000 rupees a year in about 1909 or 1910 or even later. I did not appropriate the remuneration for myself. The members of the Agency Firm were Mr. K. S. Doraswamy Iyer, Mr. C. Srikanteswara Iyer and myself. Mr. C. Srikanteswara Iyer has never drawn any portion of this remuneration for his personal use, though he used to do the duties of the member of the Agency Firm. Though he was entitled to the remuneration he at no time took any portion of the remuneration.

The whole of the money drawn as remuneration by the Agency Firm was utilised for the benefit of the joint family of myself and my brothers.

Mr. C. S. Iyer was the person who had the control over the income and expenditure of the family. The transactions from 1901 to June 1912 had roughly gone over 20 lakhs. He had preserved all vouchers and receipts.

The income from the Mills is from 40 to 60 thousand rupees a year. After 1919 the Mills declared a dividend of 20 percent for 2 or 3 years. The present condition is well-known.

Mr. C. Srikanteswara Iyer was not maintaining any accounts to show the amounts he was remitting to each of the four brothers. Mr. Doraswami Iyer did not make any endeavours between 1908 and 1912 to have a statement of

accounts showing what each brother had drawn. I know nothing about any letter, dated 9-8-1911 addressed to Mr. C. S. Iyer by Mr. Doraswami Iyer.

Mr. C. Srikanteswara Iyer used to compile accounts during my father's time. He did similarly compile for the period 1901 to 1911. I do not know if Mr. K. S. D. Iyer asked him to compile the statements.

When we four brothers met at Bombay in the latter part of 1911, there was no talk about any division of the family properties.

Exhibit W is a copy of the compilation of Mr. Bhaishankar. Exhibit X, dated 10-8-1916 is a statement prepared by me and it shows certain suggestions of Mr. C. Srikanteswara Iyer in regard to the adjustment of the personal accounts from October 1901 to 30th June 1912. Exhibit X is not an abstract of Mr. Bhaisankar's compilation. It is an adjustment of personal accounts as per C. N's ideas. I have struck the balance as per Mr. C. N's ideas as they were on 10-8-16, but I do not admit that those amounts were really so debitable.

Mr. K. S. Doraswamy Iyer was attempting to adjust personal accounts and to hold each of the brothers responsible for the amounts drawn by them from the family funds. It was in 1914 or 15, i.e., 2 or 3 years after he got Mr. Bhaishankar's compilation that he began to entertain this idea of having adjustment of personal accounts. But none of the other brothers agreed to the suggested adjustment and there were acute differences as to what should be considered as personal expenditure and what joint family expenditure. On account of these differences Mr. K. S. D. Iyer wanted to know how Mr. C.S. Iyer would settle the differences. Mr. C. S. Iyer gave his own suggestions in Exhibit X as to how they could be adjusted. But none of the brothers consented to his suggestion. We four never met and discussed this matter. We maintained no separate accounts for the receipt and expenditure of the remuneration received by the Agency Firm. There was no sort of strained relationship between Mr. Doraswamy Iyer and Mr. C. Srikanteswara Iyer at the time of the audit of the accounts in 1911 or 1912.

Exhibit Y is a telegram sent by Mr. K. S. D. Iyer on 2-12-1916. The memorandum referred to in Exhibit Y is the memorandum showing the Managing Director's interests as required by the Company's Act.

Further cross-examination reserved.

Read over and admitted correct.

(Signed) G. Sreenivasa Iyer,
District Judge.

16—11—25.

Mr. K. S. Ramaswami Iyer duly sworn: cross-examination continued:—

There was no such arrangement for payment of Rs. 800 to me and Mr. Viswanatha Iyer as referred to in the telegram Exhibit Y. They were new instructions. At about that time, we used to take about Rs. 800 a month for our Bombay establishment out of the amounts that used to pass through my hands, but there was no arrangement that we should take Rs. 800 only. There was no arrangement that balance of commission along with dividends should go towards the discharge of debts. No distinction was made between the Mill income or any other family income. No item of income was earmarked for any particular expenditure. No effect was given to the direction that a list of creditors should be prepared as it was not possible to do so. That was the very first I ever got from Mr. Doraswamy Iyer in that matter. That no money should be drawn and appropriated for any other purposes was also a new direction that he gave me for the first time. That no money should be borrowed except for Mills and present creditors was also a new injunction he gave me for the first time. I must have sent a reply to the telegram. Exhibit Z is the copy of the reply I sent.

Exhibit AA is the telegram I received from Mr. K. S. Doraswamy Iyer on 30-8-1917. Exhibit BB is my reply thereto.

I have already stated that Mr. Srikanteswara Iyer's compilation was recast by Mr. Bhaishankar and they were grouped under various heads suggested

by Mr. Bhaishankar and that Mr. K. S. Doraswamy Iyer was given a copy. Mr. K. S. Doraswamy Iyer wanted to see how much each of the brothers had drawn from the family income and so got certain statements prepared out of Mr. Bhaishankar's copy of the accounts. Exhibit CC is one. The typed sheets referred to in Exhibit CC are Bhaishankar's compilations Exhibit W. The ink entries in Exhibit CC are in my handwriting. The pencil entries on these sheets are in Mr. Doraswami Iyer's handwriting. The statement in the fifth sheet of Exhibit CC may have been written about the end of 1916 or the beginning of 1917 : the balances were called out of Mr. Bhaishankar's compilation and put in at the suggestion of Mr Doraswami Iyer. He wanted that the figures should be taken as assets for division. I wrote the words as suggested by him. I cannot explain what was in his mind at the time. The shares had no value, and only face value is put in. The family had 540 shares in the Mills at the time the statement was prepared. Mr. K. S. Doraswamy Iyer thought the members had taken the amounts. The figures were all taken from Exhibit W. The ink entries in Exhibit DD are in my handwriting. The pencil queries are in Mr. Doraswamy Iyer's handwriting. Exhibit DD must have been prepared in July 1917. Exhibit DD is one of the compilations that Mr. C. S. Iyer used to make now and then. It was not prepared at the suggestion of Mr. K. S. Doraswamy Iyer : it was not prepared for his scrutiny. I sent it on to him.

I see Exhibit 58, dated 3-8-1917 : I do not think Mr. Doraswamy Iyer could have written it after scrutiny of the accounts. If he had scrutinised them the queries would have been unnecessary. My reply Exhibit 59 gives a complete answer. These queries refer to the accounts from 1-7-1912 to 31-12-16, and for the period from 1-1-1917 to 17-7-1917 : I had furnished these accounts: I mean Mr. Sreekanteswara Iyer's compilations were with me and I sent them on to Mr. Doraswamy Iyer. The loss of a lakh and odd referred to in one of the queries was the amount belonging to the Mills and occurred in 1909. There are certain pencil notes in the margin of Exhibit 59 : they are in Mr. Doraswamy Iyer's hand. The loss was brought to the notice of Mr. K. S. Doraswamy Iyer at the very time it occurred.

I do not know if Mr. K. S. Doraswami Iyer went to Madras after the betel tray incident. I was not here in Bangalore when my sister removed from the Big Bungalow to the Small Bungalow.

The site of Rama Villa belonged to the family. Mr. C. S. Doraswamy Iyer built the house and it was purchased by my sister and I purchased it from her.

I was not present at the time of the misunderstandings between Mrs. K. S. Krishna Iyer's people and Mrs. K. S. Doraswami Iyer's people. This was when my mother was alive.

I was not an eye witness to the throwing of the betel-leaf and tray. The version I deposed to is what Mr. K. S. Doraswami Iyer himself told me immediately after the incident.

I have no gnatis in Ganapathi Agraharam.

Question:—I suppose Mr. K. S. K. Iyer was also short tempered?

Answer:—He was not as short tempered as Mr. K. S. Doraswami Iyer.

It was not on account of the differences between the two, that Mr. K. S. K. Iyer was living separately in the small bungalow. When Mr. K. S. K. Iyer was living in the Kumara Park or Kumara Cot all the other members of the family used to live with him. Mr. K. S. Doraswami Iyer's people stayed for only a short time in the Kumara Park in 1908 : he was then living permanently in Tumkur.

I cannot say in what years I performed Shradhas with Mr. K. S. Doraswnmi Iyer, whether before or after 1908. I cannot swear whether I did or did not perform Shradhas with him subsequent to 1908. I was not present here on 10th February 1908 to perform my mother's Shradha. I have no personal knowledge whether Mr. Doraswami Iyer came to perform the Shradha and went away

without performing the Shradha. I said that the statement in Exhibit D is incorrect, on the basis of the letter written by Mr. Doraswami Iyer himself on 6th February and other information I gathered. I did not accompany my brothers on their pilgrimage to Rameswaram and did not perform any Shradhas with them at Trichi. There were no differences between Mr. Doraswami Iyer and Mr. Sreekanteswara Iyer about any pearl necklace.

I was present at the time of the arrangements for the Upanayanams of Mr. Krishna Iyer's sons but not at the interviews between Mr. Sreekanteswara Iyer and Mr. Doraswami Iyer. I know Mr. K. S. Doraswami Iyer and Mr. Sreeknteswara Iyer decided that the invitations should issue in Mr. Krishna Iyer's name. I know Nr. Doraswami Iyer was not present throughout the festivities but I do not know on what date he left. I do not know if the plaintiff was present or not.

After my father's death, some of the jewels of the family were distributed among all the daughters-in-law and others. It was not on that occasion that the Ganda Bherunda necklace was given to the plaintiff: it was never given to her. The jewels were all distributed for mere wearing by the ladies. There was no allotment of the jewels to any one as if it were her own.

I filed all the suits regarding Nilambur under the Power of Attorney given to me. I used to get the plaints prepared in Malabar and sometimes in Madras. Letters addrssed to Mr. C. Srikanteswara Iyer in connection with our family properties are with me.

We used to circulate papers amongst all the brothers. Papers connected with the family were being deposited in the iron safe or if they were required for reference they used to be with me at Bombay.

The compilation of accounts were not commenced by Mr. C. S. Iyer in 1909 on the suggestion of Mr. Doraswami Iyer consequent on the differences in 1908.

Mr. Doraswami Iyer gave the accounts to Mr. Salanson for audit. I know he brought them back to Bombay saying that he had got them audited by Mr. Salanson. Mr. Doraswami Iyer asked Mr. Bhaishankar to go over the accounts and see if Mr. Salanson could be correct. By discrepancy I meant the difference between the income and expenditure.

Mr. Doraswamy Iyer did not ask me to compile any accounts for the period subsequent to 1912. I have sent him the compilations of Mr. Srikanteswara Iyer whenever he wanted to see them. Shamiengar was one of the clerks Mr. Doraswamy Iyer used to depute for preparing the statements. Mr. Doraswami Iyer was occasionally under the impression that Mr. C. S. Iyer used to accommodate more the other members than himself: that was when he was himself in need of funds.

I came here in February or March 1917, but not on account of the notice issued to me by Messrs. Brightwell and Morseby. I had received the notice before I left Bombay. I stayed with Mr. Krishna Iyer on that occasion. I did not discuss with Mr. Doraswami Iyer the notice of 10-2-1917 when I came here. Mr. K. S. D. Iyer was not here in Bangalore, he was at Madras on leave with his family. I did not see him here at all before I left for Malabar. I did not write to him about the notice Exhlbit A. I had a talk with Mr. Krishna Iyer on the subject. I may be wrong in thinking that he was on leave. My impression is that I did not see him here after I came from Bombay. I may be wrong. I might have seen him. His diary shows that he arrived here on the 15th February. I am certain that I did not discuss with him the notice Exhibit A.

I did not discuss with Mr. K. S. K. Iyer on what lines the reply should be sent to Mr. Doraswami Iyer. I learnt from him that he had already sent a reply: he gave me the purport of his reply. Under the circumstances I considered it unnecessary to give a reply myself. Mr. K. S. K. Iyer and Mr. K. S. D. Iyer were on speaking terms when these notices and replies were sent.

I was with Mr. K. S. Krishna Iyer at Madras whenhe was giving instructions to Mr.C.P.Ramaswami Iyer to draft the reply, Ex. F, to Mr. Doraswami Iyer's

notice. I did not discuss on what lines the reply should be given but I was aware of the lines on which he was going to send the reply. Exhibit F was not my reply.

When Mr. K. S. D. Iyer told me that I need not show Exhibit D to Mr. K S. K. Iyer, that I may consider the notices as not at all issued, no one was present. I did not ask him to put his statement in writing. I did not confirm this statement of his in any of my letters to him : nor has he referred to it in any of his letters to me. Mr. C.S. Iyer and I discussed with Mr. K.S. Doraswami Iyer the idea of partition. but I do not remember on what dates I discussed. I discussed with him on 2 or 3 occasions after Mr. Krishna Iyer's death. Mr. Doraswami Iyer was off and on indisposed between 20th July and the date of my departure to Bombay. Mr. C. S. Iyer and I discussed the idea of partition with Mr. K. S. Doraswami Iyer on 2 or 3 occasions. Mr. C. S. Doraswami Iyer was not present on those occasions. When Mr. C. S. Doraswami Iyer and I had interviews with Mr. K. S. D. Iyer, Mr. Srikanteswara Iyer was not present. When Mr. C. S. Iyer and I had interviews, Mr. K. S. Doraswami Iyer said that he was divided in 1908, and that the partition should be on that basis. When we pointed out his attention to the sale deed of 1913 and the later proceedings of Malabar he gave up his contention. Having given up that untenable position, he wanted that we might discuss the idea of coming into a partition at some convenient date. The interviews all took place after the obsequies of Mr. K. S. K. Iyer were over and before my departure for Bombay.

At the very first interview he mentioned that he was divided from 1908. Mr. C. S. Iyer and I only were present then : on that very day after we pointed out the statements in the sale deed referred to above he said he could not maintain his contention. He said "we might look into the accounts, and after adjusting all differences finally, we may come to a division at some convenient future date". The accounts up to 17-7-1917 in Exhibit DD were not prepared for the purpose of discussion of the partition. The 5th sheet in Exhibit CC was prepared when we wanted to raise a loan of a lakh and a half from Raja Bhagavandas.

The loan was raised in 1915 and we could get not 1½ lakhs but only half a lakh. This statement must have been prepared previous to the early part of 1915.

The subsequent interviews after the first when he gave up his original contention, were all in connection as to how the adjustment should be made before the partition.

Exhibit 56 is the result of the interview between Mr. K. S. D. Iyer, Mr. C. S. Doraswami Iyer and myself. Mr. C. Srikanteswara Iyer was not present at the interview but he has made certain pencil entries in Exhibit 56 : he is aware of it. The idea was that when a future division was entered into, we should then divide the income as suggested in Exhibit 56. If the partition suggested should become a fait accompli ; then after that division became a fait accompli the idea was that I should get for the agency work Rs. 700 a month. Exhibit 56 was prepared immediately after the interview : it was on the same day that it was prepared. I prepared the notes first and took them to Mr. C. S. Doraswami Iyer under my brother's instructions. I remember it was on the next day that I took them to him.

In regard to the Agency Firm also, we contemplated the execution of a partnership deed after we entered into a partition of the family properties. The last sheet in blue pencil were made by Mr. C. S. Doraswami Iyer after I took my notes to him. In the interview with Mr. K. S. D. Iyer, it was not settled whether there should be 2 deeds or 5 deeds when we entered into the partition. Exhibit 56 was not shown by me to Mr. K. S. Doraswami Iyer. I have not incorporated in Exhibit 56 anything more than what had been agreed upon for consideration in the interviews between myself, Mr. C.S. Doraswami Iyer and Mr. K. S. Doraswami Iyer.

On the 2nd or 3rd day after the final interview the fair drafts prepared by Mr. C. S. Doraswami Iyer were handed over to Mr. K. S. Doraswami Iyer

and Mr. C. S. Doraswami Iyer prepared 5 drafts. Mr. C. S. Doraswami Iyer prepared all the 5 drafts in the Government Advocate's office. I remember it was a working day. I stayed for nearly four hours with him on that day.

After I handed over the 5 drafts to Mr. K. S. Doraswami Iyer, Mr. C S. Doraswami and I never again discussed the matter with him. Exhibit 56 is the final result of all the interviews Mr. C. S. Doraswami Iyer and I had with my brother. I left Bangalore within about a week after I handed over the drafts to Mr. K. S. D. Iyer.

Further cross-examination is reserved as it is past 5 p.m.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.
16-11-25.

18-11-25.

Mr. Ramaswami Iyer, Recalled, duly sworn : Cross-examined :—

The conversations Mr. C. S. Iyer and I had with Mr. K. S. Doraswami Iyer were prior to the conversations Mr. C. S. Doraswami Iyer and I had with him. I prepared no notes of the result of the interviews Mr. C. S. Iyer and I had with my brother.

The result of the interviews Mr. C. S. Iyer and I had with Mr. K. S. D. Iyer, was that Mr. Doraswami Iyer gave up his contention that he was divided in 1908, and that all the brothers were joint even then. But I made no specific note that as a result of the interview, Mr. K. S. D. Iyer gave up his contention and admitted that he was joint. Mr. C. S. Iyer and I thought his word was enough and did not consider it necessary to take a document from K. S. D. Iyer for giving up his contention. His subsequent conduct supported his position. We considered that giving up of his previous contention was of great importance and it was that that led to the subsequent interviews and the preparation of drafts.

In the 2nd and 3rd interviews, Mr. C. S. Iyer and I had with Mr. K. S. D. Iyer, the subject of discussion was the adjustment of personal withdrawals up to June 1912, that Mr. Doraswami Iyer was harping about. Nothing definite was settled at those interviews. The withdrawals subsequent to June 1912 were not considered. The withdrawals for the subsequent period were not discussed also at the interviews Mr. C. S. Doraswami Iyer and I had with Mr. K. S. D. Iyer.

The reason why Mr. K. S. D. Iyer was insisting on the adjustment of personal withdrawals up to June 1912, was because the headings in those accounts referred to their personal withdrawals. But Mr. K. S. D. Iyer did not give out to me that reason.

The statements in Exhibit R that Mr. C. S. Iyer and I spoke to Mr. Doraswami Iyer about the notice prior to 8th March and that he told us that what he had to state was in the notice are not true. I see exhibit S: on the back of it there are some pencil entries in Mr. K. S. Doraswami Iyer's handwriting. The ink entries in Exhibit T are in Mr. K. S. D's handwriting.

I cannot say who received the notice Exhibit D which was addressed to Mr. K. S. K. Iyer. I do not know who signed the acknowledgment. I do not know if I saw it first at that time. I know his sons never saw it. I saw it some time later. I opened the letter and saw the notice. I had not opened and seen the letter before Mr. K. S. D. Iyer told me not to show the notice to Mr. Krishna Iyer. I must have seen it after Subhaswikaram ceremony.

Though Mr. K. S. D. Iyer told me during Mr. K. S. K. Iyer's illness that I need not show the notice to Mr. Krishna Iyer and that I might consider them as not having been issued at all; he again mentioned after the Subhaswikaram that he considered himself as divided from 1908. All the letters addressed to Mr. K. S. K. Iyer received during has illness were in my custody and were not opened till after the Subhaswikaram ceremony.

I cannot remember the exact words used by Mr. Doraswami Iyer in

the interview Mr. C. S. Iyer and I had with him in which he said he gave up his contention that he was divided from 1908 as mentioned in the notice—nor can I give out the exact words used by him when he told me not to show the notice to Mr. Krishna Iyer.

5 It was at the first interview after the Subhaswikaram that he reiterated that he was divided from 1908. I then drew his attention to the sale deed and papers re. Nilambur litigation : he wanted to consider the papers. I am not sure who were all present then. It was subsequently that when Mr. C. S. Iyer and I met him and put forward the same reason he gave up his contention.

10 We must have returned from the cremation ground sometime in the afternoon on Sunday when Mr. Mahadevan took leave of the plaintiff. I and Mr. Mahadevan's wife were present. I do not recollect who else were present. Mr. Srikanteswara Iyer was not present.

15 It took us 3 or 4 hours to inspect the papers of Mr. K. S. D. Iyer: the plaintiff opened the desk and safe as I already observed and was present throughout. The desk and safe were in his office room.

The important papers of the family and Mill papers were secured in the safe. I do not know if the safe has 2 sets of duplicate keys. Mr. Doraswami Iyer 20 had always the custody of the keys of this safe.

The letters Exhibits 62 and 64 do not bear the initials of Mr. Mahadevan. I have discharged the amounts due to Messrs. Tawker and Sons for the purchases made by all the members of the family including those made for the 25 plaintiff, her daughter and grand-children.

I do not know in whose name item No 6 of Schedule A stands in the Municipal Register, it was never in the name of any member of my family.

So for as I know Venkataraman was always with the plaintiff. I do not know if he stayed in a hotel for some time. I do not remember if the plaintiff told 30 me in the year after Mr. D. Iyer's death not to send the moneys to the name of Venkataraman.

Exhibit EE is one of the letters of Messrs. Tawker and Sons. I discharged the debt and also all other debts.

Re-examined :—I see Exhibit 57 : I noted the mistake in the date after 35 the letter was despatched to my brother and then corrected it.

Mr. C. S. Iyer used to keep vouchers for remittances made to the brothers.

I see Exhibit CC I see the entry "this month July 1915". The document must have been prepared before July 1915. The 5th sheet in Exhibit CC 40 does not contain any of the movable properties of the family except the Mill shares. The 6th sheet refers to my sister Ananthalakshmi Ammal. We did not take the amounts mentioned in the pencil figures at the right hand corner of the 5th sheet, out of the 1½ lakhs we wanted to raise ; we each wanted to take those 45 sums but we did not.

I see Exhibit 59 and my brother's remarks on the margin. I still adhere that my statements are correct. Whenever he differs from me, he is not correct.

Mr. K. S. D. Iyer did not leave Bangalore during the Upanayanam of 50 Mr. Krishna Iyer's sons on account of any differences. He had come for the function and as he was on duty outside Bangalore, he left after the function.

Mr. K. S. D. Iyer was fully aware of all the pleadings and other proceedings of the Nilambur litigation.

55 The Gandaberanda was the necklace given to my father with the title of Rajya Dhurandhara. It was with Mr. K. S. D. Iyer—none of the brothers consented to its appropriation by the plaintiff.

I prepared the notes Exhibit 56 immediately after the interview when 60 the facts were fresh in my mind.

In Exhibit X there are no jewellery for adjustment. I see the item "Upanayanam and Marriages" at p. 5. The set of figures were taken from Mr. Bhaishankar's accounts and the next set are Mr. Sreekanteswara Iyer's suggestions by way of compromise. But nothing was decided. "P.A." refers to my sister Periammani Ammal.

Examined by Mr. M. Ramachandra Rao.

Exhibit 72 is the letter that Mr. Hukkeri wrote to me demanding possession of Kumara Park. I have delivered all the title deeds to Government.

Cross-examined by Mr. Shankarnarayana Rao.

(By permission)

Exhibit FF is in Mr. K. S. D's handwriting and it refers to one of Mr. Sreekanteswara Iyer's compilations. Exhibit GG is my letter to my brother just before I left for Bombay. I am not one of the executors under the Will of Mr. Mahadevan.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.
18-11-25.

D. W. 3.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

O. S. No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff

Vs.

Mr. K. S. Ramaswami Iyer and others ... ... Defendants

Deposition of Mr. C. S. Doraswami Iyer, 3rd witness for defendants.

Father's name Subramanya Iyer. Occupation, Judge, Chief Court. Residence, Bangalore.

Duly sworn :—I was Government Advocate from 1-7-1911 to 1-7-1921 with a short break. Subsequently I went to Agra and returned in March 1924. I know the members of Sir K. Seshadri Iyer's family very intimately. I was living at Rama Villa from June 1906 to October 1908. I got it built. The members of Sir K. Seshadri Iyer's family were taking my opinions whenever they wanted after I became a Vakil. Subsequent to the death of Sir K. Seshadri Iyer. Mr. C. Sreekanteswara Iyer and Mr. K. S. K. Iyer were conducting the litigation re Aurangabad Mills.

When Mr. K.S.K. Iyer was in service in Bangalore at some periods, Mr. K. S. D. Iyer was not here in service. When Mr. K.S.D. Iyer was here sometimes Mr. K. S. K. was on duty elsewhere. When Mr. K. S. D. Iyer was here he used to stay always in Kumara Park. Mr. K. S. K. Iyer used to stay in Kumara Park till he removed to Kumara Cot. Mr. K. S. D. Iyer was very fond of Kumara Park. Mr. K. S. K. Iyer preferred the smaller cosy house Kumara Cot.

Mr. K. S. K. Iyer removed to the Kumara Cot at the end of 1907 when I was then at Rama Villa. He moved into that house because his wife was then hysterical at times and as the daughter of Mr. K. S. D. Iyer was expected to arrive at Kumara Park for her confinement, and as his sister was living also in the Kumara Park and her daughter also was in the family way. He wanted to preserve the family harmony among the females. Mr. K. S. K. Iyer's sister's daughter was confined in the Kumara Park. The sister and her daughter removed to the Kumara Cot as soon as the latter was fit enough to be moved. From my knowledge of the family, I have no reason to believe that the family was not undivided till the death of Mr. K. S. Doraswami Iyer. The brothers used to perform the Shradhas each by himself where they were. I am not aware that they used to meet together merely for the purpose of performing the Shradhas of their parents.

The Upanayanams of Mr. Krishna Iyer's first two boys were performed in the Kumara Cot when I was in the Rama Villa. I attended the Upanayanams. Mr. K. S. Doraswami Iyer also attended the Upanayanams. He was receiving guests and took the part that any member of the family would take. I did not find anything strange in his behaviour.

The marriage of the eldest daughter of Mr. K. S. K. Iyer was performed in Kumara Cot, subsequently the Upanayanam of the 3rd. son of Mr. K. S. K. Iyer. Mr. Doraswami Iyer attended all those functions.

Generally invitations for marriages etc., are issued in the name of the eldest member of the family; but that does not indicate the eldest member in whose name they are issued is divided or undivided. Sometimes they are issued in the name of the father alone. Everything depends on the circumstances.

I know Mr. C. Sreekanteswara Iyer and the members of Sir K. S's family from 1894. Mr. C. S. Iyer managed the affairs of Sir K. Seshadri Iyer's household. Sir K. Seshadri Iyer loved Mr. C. S. Iyer very much and had perfect confidence in him. A more devoted and loyal friend of the family cannot be found. In his devotion and attachment to the family, there is none to equal to or to excel him. There may be few to equal him but none to excel him. At no time, was that confidence forfeited. Mr. K. S. D. Iyer looked upon Mr. C. S. Iyer as his elder brother. Mr. C. S. Iyer became Inspector-General of Police in or about 1912 and he retired in April 1917; he stayed in his house known as Golf View. Mr. C. S. Iyer was finding funds for the family and was practically the comptroller for the whole family.

Mr. C. S. Iyer was mostly in Kumara Park during the last illness of Mr. K. S. Doraswami Iyer. I know the family sold the house sites near Seshadri House at Mysore. I was then Government Advocate. I see Exhibit 35; as the brothers were members of an undivided family they are so described. I drafted the deed for the Government.

Soon after Mr. K. S. K. Iyer returned from Ootacamund, he was very ill and succumbed to his illness. The first defendant and Mr. C. Sreekanteswara Iyer were always in attendance on him. Except when I was absent from Bangalore there was not a single day, when I was not going to his house during his illness.

After Mr. K. S. K. Iyer's death I met twice Mr. K.S.D. Iyer at Kumara Park in connection with their family matters. The 1st defendant was also present on those two occasions. I remember very well that the formal discussion took place on the first occasion when he, the defendant and I met. We might have discussed also on other occasions. Two matters were brought for discussion by Mr. K. S. D. Iyer, the first was how to effect a division of the family; the second was what arrangements should be made for the management of the Aurangabad Mills and how the Agency should be constituted. It was not an easy matter to divide the properties. The immovable properties had all been mortgaged and the shares had been pledged: it was therefore not easy to divide the properties by metes and bounds.

This is contrary to 456 (H) 450 & evidence at page 77 lines 24 & 25

The question of division in status did not at all arise. The discussion was not based upon a prior division by status. The discussion was about the disruption of the joint family: it was discussed that the commensality should be broken. Mr. K. S. D. Iyer never made me understand that he was previously divided in status, but on the other hand, the discussion proceeded already on the basis that the family was undivided. Clearly

There were differences between Mr. Krishna Iyer and Mr. Doraswami Iyer as to what should be considered as personal liability and what as joint family liability. Mr. Krishna Iyer's sons were not at all present at any of the interviews. The 1st defendant mentioned as to how the interests of his brother's sons should be protected. It was thought that it would take a couple of months to arrange for the details, a date was also provisionally settled for adjustment of these differences; it was settled that the disruption of the family should take place at a future convenient date. The 1st defendant was asked to take notes of

the discussion ; it was settled that the notes should be shown to me so that I might verify if the notes had been correctly taken down, and that I must prepare certain draft documents. Exhibit 56 are the notes prepared by the 1st defendant and brought to me. The blue pencil entries and the whole of the last sheet are in my handwriting. I have noted in the last page what agreements should be executed corresponding to the numbers given in the previous pages. It was arranged that the partition should be effected on the 1st October 1917 as stated in Exhibit 56. Until then it was understood that the family should continue as undivided. 1st October 1917 was fixed tentatively on the impression that the arrangements for partition would be completed by that time. The distinction between the division in status and partition by metes and bounds was not the basis on which the discussion proceeded. There was no suggestion at any course of the discussion that there should be a division in status first and then a division by metes and bounds.

Question :—What is meant by "Status" in para 4 of the last page of Exhibit 56 ?

Answer :—What was meant was that after partition, for properties incapable of division by metes and bounds on account of encumbrances, etc., the member in possession of the same should pay the rent that may be fixed in the documents. I thought that was the only way in which the properties could be effectively divided. In effect it would be a division in status but not an actual partition by metes and bounds. The word family in red pencil on that last page is also in my handwriting.

I asked the first defendant to consult Mr. C. S. Iyer and Mr. K. S. D. Iyer after I noted my ideas. The 1st defendant told me that he showed them to Mr. C. S. Iyer and he brought them to me with his marginal notes. He said he showed them to Mr. K. S. D. Iyer and brought them to me for giving a legal clothing. I prepared the drafts. The first defendant told me that his brother Mr. K. S. D. Iyer wanted me with the drafts. So we two went to Mr. C. S. Iyer and then to Mr. K. S. D. Iyer. I prepared the 5 drafts. Mr. K. S. D. Iyer and C. S. Iyer must have agreed to the 5 drafts prepared by me. Mr. K. S. D. Iyer asked me about the drafts ; I told him that I had put them in legal form—the result of our discussion. I gave him the general outline of all the 5 drafts. I asked him to look over them. He was not feeling well, and he said he would go over them when he felt well enough. He expressed no disagreement. We left them with him and came away. I did not see the drafts again.

Messrs. A. N. Mudaliar and Co., were making demands for payment of the debt : there was a threat of legal proceedings also. After Mr. K. S. D. Iyer's death, it was not possible to clear the debt except by sale of the Kumara Park. I was asked to examine the title deeds when the Government agreed to purchase the Kumara Park. I prepared the draft for the sale deed Exhibit 63. To my knowledge, the family was undivided as stated therein. The 1st defendant also made that representation.

Cross-examined :—by Mr. M. Ramaswamy.

At the discussion the 1st defendant represented that if he and Mr. K. S. D. Iyer agreed upon any terms he would speak to his nephews and make them also agree. There was no discussion whether Mr. K. S. D. Iyer should alone be considered as divided at the future date or whether there should be partition interse among the others.

Cross-examined by Mr. K. Shankaranarayana Rao.

I built Rama Villa at my own expense. Mr. C. S. Iyer paid me my expenses and I vacated it as the first defendant's sister wanted to live in it. There were family differences among females in 1908. The relationship between Mr. K. S. D. Iyer and Mr. K. S. K. Iyer was somewhat strained on account of the differences between their wives. The differences arose even when the females were living together. The 1st defendant's sister moved on to the Kumara Cot on account of the differences among the females.

Mr. Salanson went over certain accounts and he committed an arithmetical error in the totals, showing a very great difference. There was absolutely no misunderstanding between Mr. K. S. D. Iyer and Mr. C. S. Iyer. It seems to me to be unthinkable that any member of the family could have any the least suspicion of Mr. C. S. Iyer. Mr. Salanson's mistake only put Mr. K. S. D. Iyer on enquiry about the accounts, and he was satisfied when the mistake was found.

My assistance was not sought in regard to the differences among the brothers inter se as I was their common friend.

At the interview we all proceeded on the basis that the family was undivided in status and there was no need for an express or specific statement that the brothers were undivided. The main difference that had to be settled before the partition could be effected was about the adjustment as to what should be treated as personal liability: as an illustration of personal liability, I may cite that the difference arose as to whether the expenses incurred for the marriages and Upanayanams of Mr. K. S. K. Iyer's children should be considered as personal expenses or family expenses. Similarly there were certain differences connected with Mr. K. S. D. Iyer's expenses. I came to know in 1917 about these differences between the brothers. These differences had to be composed before the partition at the future date; that was why the 1st October was tentatively fixed. I am not aware that he evinced any intention to have a partition effected: I do not know if he was anxious before 1917 to have a partition effected. At the time of the discussion I referred to, I know he was keen on having a partition. I do not know what his underlying motive was then.

There was some difference between Mr. Mahadevan and his father-in-law for about a couple of years prior to the death of Mr. K. S. D. Iyer. Mr. K. S. D. Iyer would never care to stay with his son-in-law at any time. I am not aware of any strained relationship between Mr. K. S. D. Iyer and his daughter.

There was no talk about any notices between the brothers, at the interview between myself, Mr. K. S. D. and the 1st defendant. The status of the family as I understood had to continue till the division at the future date. I have already stated that I understood the family to be undivided.

The number of documents that had to be executed was not settled at the first discussion. In Exhibit 56 the 1st defendant has incorporated the sum and substance of the discussion we had. The date 1st October 1917 was also tentatively fixed then.

The question as to the number of documents and which of them should be registered was not discussed at the interview. The 1st defendant subsequently went to Bombay and before he went he told me that his brother had asked him to send certain accounts. Mr. K. S. D. Iyer was only temporarily indisposed when he gave him the drafts. He came to me subsequently. That was not the last fatal illness. He never spoke to me about the execution of any Will, or any draft prepared by Mr. Kumaraswamy Sastriar.

I told the plaintiff's brother that the plaintiff and the 1st defendant must have a common basis before I could interfere and bring about a settlement, and that if they were not agreed, I would not interfere. I said that I would not interfere if they did not come to an understanding as to whether the family must be considered as divided or undivided. My object was that if they were agreed that the family must be considered as divided, I could fix the share due to her and that if they were agreed as to the family being undivided I could fix the maintenance. The plaintiff's brother never came again to me.

The 1st defendant was taking notes of the discussion at the time. He might have noted down short catchwords and amplified them later on. I did not notice it carefully. The understanding at the time of parting was that I should prepare the drafts on the basis of the discussion. There was no understanding that the drafts should be approved by him but I would not have acted without his consent.

Subsequent to the departure of the 1st defendant to Bombay, I remember Mr. K. S. D. Iyer told me that the 1st defendant had sent him the accounts. The interval between the date of the discussion and the delivery of the drafts to Mr. K. S. D. Iyer was, I think roughly 3 or 4 days and not more.

Cross-examined by Mr. M. Ramachandra Rao.

I see Exhibit 34 : I was then Government Advocate : I drafted the notice that Government issued to the plaintiff's Advocate. The Government had asked me to examine the title deeds and then prepare the draft sale deed in consultation with the 1st defendant. The draft was approved and the sale deed is in accordance with my draft.

Re-examined :—At the discussion the 1st defendant and I had with Mr. K. S. D. Iyer, the partition that Mr. K.S.D. Iyer was keen about was a complete partition in status and also by metes and bounds. He never suggested and it was not even contemplated that there should be a division in status first and a subsequent division by metes and bounds.

The difference between Mr. Mahadevan and his father-in-law was with whom the daughters of Mr. Mahadevan should stop. The grand-parents were anxious that the children should stay with them, whereas Mr. Mahadevan wanted the children to be with him. The girls were residing with their grand-parents. There was no difference about any other matter between the son-in-law and the father-in-law.

So far as I am aware nothing took place subsequent to the discussion with Mr. K.S.D. Iyer and prior to the plaintiff's brother's visit to me so as to make me change my view that the family was undivided. My suggestion was made because I wanted them to come to an agreement before I could interfere. But personally I had and have no reason to think that the family was not undivided. There was absolutely nothing in my personal knowledge which was opposed to the representation made to me by the 1st defendant in respect of the sale deed.

Read over and acknowledged correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.

D. W. 4.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

Original Suit No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs.

Mr. K. S. Ramaswami Iyer ... ... Defendants.

Deposition of Mr. C. Sreekanteswara Iyer, 4th witness for 1st defendant.

Father's name—Mr. Subba Rao. Caste—Brahmin. Occupation—Retired Inspector-General of Police. Residence—Bangalore.

Duly sworn:—I was Private Secretary to Sir K. Seshadri Iyer. I was managing his household affairs and dealing with his funds under his directions. Sometimes I used to spend and then get his sanction. His sons and I were on the most affectionate terms. Sir K. Seshadri Iyer looked upon me as his eldest son. The same kind of relationship continued after his death between his sons and myself. Mr. Krishna Iyer and I conducted the litigation at Bombay in connection with the Mills, after Sir K. Seshadri Iyer's death and we both had taken leave then. The brothers had given me a general Power of Attorney : It had never been revoked until Mr. Doraswamy Iyer's death.

My relationship with Mr. K.S.D. Iyer was very friendly and affectionate.

Eversince my appointment as I. G. of Police, till my retirement I was in Bangalore. Except during the period of my appointment as Chairman of the Mysore Municipality, I was here. I live in Golf View which is separated from the Kumara Park by only one house.

Between 1912 and 1917, when I was here Mr. K. S. D. Iyer was also in Bangalore except when he went out on duty. Whenever we both were here, we used to meet each other almost every day.

After the death of Sir K. Seshadri Iyer only K. S. K. Iyer and K. S. D. Iyer were in service and were getting salary. The Mills was the only source of other income.

I managed the whole of the family affairs just in the same way as the eldest managing member of a Hindu family would do. The whole of the family funds except the pay that the two brothers were drawing were in my hands and had to pass through my hands. The salaries that the brothers draw were hardly enough for their needs. They used to over-spend their incomes. I had to find the funds for them. Sometimes I had to borrow for the purposes.

Mr. K. S. Doraswamy Iyer was a little impulsive and hasty : otherwise he was of a very good nature. It was impossible for me to meet his demands for funds to the full extent he wanted. When I could not he would flare up, and say that I must somehow find funds. He would ask me "what did you do with this money and that money ? You borrowed from that place last time ; why don't you borrow from the same place now ?" If I explained the difficulties, he would keep quiet.

When I had to borrow for the family Mr. K. S. D. Iyer used to join me in borrowing the bigger loans. But the smaller loans, I used to borrow on my own responsibility. If any portion of the loan could go to satisfy his needs he would readily join me in borrowing : otherwise he would bully me to give him a portion to satisfy his needs. There was a chronic difficulty to find the funds for the needs of the family till the death of Mr. K. S. D. Iyer. Every one of the family properties had been fully encumbered.

The brothers used to perform the Sharadhas of their parents wherever they found it convenient. They had not the notion that they should all meet together to perform the Shradhas. Such of them as were together, used to perform together. They were not particular in meeting together and performing the Shradhas jointly. I had arranged to go for myself for a pilgrimage for Rameswaram. Mr. Krishna Iyer and his family joined me. Then Mr. Doraswamy Iyer and his family also joined us. We all went to Rameswaram. As usual I performed the Shradha at Rameswaram. The two brothers performed together one Shradha. They performed the Tila homams separately, as it was said that Thila homam was said to be for the Shanti of the person who does it. The Pujas and Abhishekams were performed jointly.

Sir K. Seshadri Iyer had himself told me Mr. Doraswami Iyer had to perform the Thila homam as Shanti. I sent for the head Purohit and he said that it was done for the individual's benefit, and that Mr. Krishna Iyer also might do it for his benefit as he was then somewhat poorly.

On our way back from Rameswaram, one of the places where we had to break our journey was Trichinopoly. Some Ursoos also had gone to Rameswaram with me. They separated from us at Madura. Mr. Krishna Iyer and his family, Mr. Doraswamy Iyer and his family and I stayed at Raja Venugopal's house near the Trichy Railway Station. It was a very big bungalow, with upstairs, halls, and a number of out-houses. There were half a dozen kitchens in the bungalow. A large number of persons could be fed. I arranged for the performance of the Shradha on the next day and left Trichi on the night previous to the Shradha. I had to arrange for everything as usual and I did. I made the arrangements for the performance of only one Shradha by Mr. K. S. D. as the eldest brother present. There was absolutely no difficulty of accommodation for the performance of two or more Sharadhas simultaneously in that Bungalow.

The earliest auspicious ceremonies among the brothers in the family after the death of Sir K. S. were the Upanayanams of the two sons of Mr. Krishna Iyer. I had to find the funds and arrange for the details as usual. I consulted Mr. K. S. D. Iyer in the matter. All the details were settled in

consultation with Mr. K.S.D. Iyer. In those arrangements I found absolutely no bitterness on the part of Mr. Doraswami Iyer. I noticed no estrangement of feelings between the brothers.

Mr. Doraswami Iyer and I settled that the old antiquated method need not be followed and that the invitations might be issued in Mr. Krishna Iyer's name. The allegation that Mr. Doraswami Iyer was offended at the invitations being issued in his brother's name is false. It was Mr. K. S. D. Iyer that suggested the procedure. He attended the function and received the guests and behaved just in the same way as a brother would behave. There was nothing to show that his heart was not in the function. On the other hand, he felt very happy as that was the first occasion when an auspicious ceremony among the brother's sons took place.

(When read over the witness says that Mr. K. S. D. Iyer was very glad that the suggestion had been approved. Sd. G. S. D. J.)

To my knowledge Mr. K.S.D. Iyer and his brothers were never divided at any time. The brothers were never divided in status. To my knowledge the brothers had no dealings with the outside world as if they were members of a divided family.

The correspondence relating to family affairs was also passing through me. Papers relating purely to personal matters and not relating to other members were being sent by me to the persons concerned. Other papers were being circulated among the brothers commencing with Mr. K. S. D. Iyer. After circulation, they used to come to me. I used to keep them in the iron safe and desk in Kumara Park.

I know Mr. Doraswami Iyer got notices issued to his brother in February 1917. I also received a copy of the notice subsequently. I felt very distressed on the receipt of the notice. I gave it to Mr. Doraswamy Iyer saying, "This is one of your moods, and it is wrong". I received copies of other notices long after they were issued. I gave them also to Mr. K. S. Doraswami Iyer. After Mr. K. S. K. Iyer fell ill last before his death, I came here. I was here when he died. Mr. Doraswamy Iyer was coming and seeing Mr. Krishna Iyer during his last illness. During those visits Mr. K. S. D. Iyer felt very sad and behaved like a very affectionate brother. He felt distressed.

After Mr. Krishna Iyer's death, there were interviews between the 1st defendant and Mr. K. S. D. Iyer. I was present at one or two of those interviews. Family affairs were discussed then. Mr. K. S. D. Iyer said "may we not now arrange for a partition—a partition for making some kind of provision and that the family of Mr. Krishna Iyer" ?(**) When I told him that he was wrong in connection with his statements in the notices and pointed out to him how he had himself represented till then that he was acting as head of the joint family, he admitted his mistake and said that it was due to one of his impulses. One of the instances I drew his attention is the conveyance of the house sites in Mysore. I also drew his attention to the papers connected with the Nilambur litigation.

((**) When read over the witness adds "may not be put to inconvenience and get on without having to be always dependant on our straightened circumstances.")

There were some differences about the jewellery and expenses connected with the Upanayanams and marriages: there was some discussion then. He wanted to see the accounts, adjust these differences, and take stock of assets and liabilities and then see if the division could be effected. The discussion proceeded on the basis that there should be a complete division at some future date after the adjustment, and it was not on the basis that there should be division in status first and a division by metes and bounds at a later stage.

Mr. K. S. D. Iyer told me that he had given the 1st defendant certain instructions to prepare certain drafts in consultation with Mr. C. S. Doraswamy Iyer, and that I might go over them and offer my suggestions. Mr. K.S. D. Iyer told me that he had seen Mr. C. S. Doraswami Iyer and spoken

to him in the matter. The 1st defendant brought me certain notes and told me that his brother had asked him to show them to me and then take them to Mr. C.S. Doraswami Iyer. I saw the notes and made some notes as Mr. K. S. Doraswami Iyer wanted my advice. I see Exhibit 56, these are the notes: I find my notes also in pencil. When I read them I did not find anything inconsistent with what Mr. K. S. D. and I had discussed. It was the result of our discussion. He tentatively fixed 1st October 1917, and wanted to see as far as possible if all the differences could be adjusted and details settled by that time for effecting a partition.

Mr. C. S. Doraswami Iyer and the 1st defendant brought the drafts to me, as the arrangement was that I should see them and offer my suggestions. Five drafts were brought to me and I approved of them. They represented the ideas of Mr. K. S. D. Iyer fully and correctly so far as I knew them. Otherwise I would not have approved of them. All the ideas contained in Exhibit 56 were correctly embodied in those five drafts. I asked the 1st defendant and Mr. C. S. Doraswamy Iyer to deliver them to Mr. K.S.D. Iyer saying that I approved of them. I saw Mr. K. S. D. Iyer on the next morning; he said he had seen the 1st defendant and Mr. C. S. D. Iyer on the previous evening and heard what they said, that he was seedy then and that he would look into them subsequently.

All correspondence relating to the Mills were being sent to Bombay.

Further examination is reserved.

Read over and admitted correct.

(Signed) G. Sreenivasa Iyer,
District Judge.
18—11—25

19—11—1925.

Mr. C. Sreekanteswara Iyer, duly sworn. Examination continued.

After the drafts were given to Mr. K. S. Doraswami Iyer the 1st defendant left for Bombay. I used to see Mr. K. S. D. Iyer almost every day both before and after the 1st defendant left for Bombay. Subsequently Mr. K.S.D. Iyer wanted certain accounts and wanted me to go over them with him. We had a long discussion over them. I sent a note of this discussion to the 1st defendant. It is Exhibit 73, dated 3-9-1917: it correctly sets forth the result of the discussion I had with Mr. K. S. D. Iyer. He felt feverish on the evening of 2nd September, as stated therein. That was the last illness. I was with him throughout his last illness.

First, Dr. Achyuta Rao and Dr. Krishnaswami were attending on him, and Dr. McGann used to come frequently. Dr. Armugam and Dr. B. Nanjappa and others were also coming. Sir M. Visveswara Iyya had also deputed Mr. Nanjappa and some other European whose name I do not remember and who was suggested by Dr. McGann, was coming. All that human aid could do was done for Mr. K. S. D. Iyer. From time to time I used to write to the 1st defendant about his brother's health.

Exhibits 74, 75, 76 and 77 are the letters I wrote to the 1st defendant about his brother's health. I have given therein a correct account of his health as it was from day to day. "Alamelu" referred to in them is Mr. Krishna Iyer's daughter, "Kittu" is Dr. Krishnaswami Iyer who came from Mysore after receipt of my telegram. It is true that His Highness visited Mr. K. S. D. Iyer on Saturday night. We had no notice about His Highness's visit. The peon came up to me and said that His Highness was waiting below. I had to run down and receive him.

I see Exhibit 61. I wrote that telegram in the presence of Dr. Armugam. I addressed the letters and the message to Bombay. The first defendant came here after I sent the telegram. He arrived here 3 or 4 days prior to Mr. K.S. D's death. By the time the 1st defendant came here, Mr. K.S.D. Iyer was getting unconscious off and on and he was incoherent in his talk. The Doctors said that nobody should talk to him. Mr. K. S. D. Iyer's daughter and

son-in-law came here a day or two prior to his death. Mr. K. S. D. Iyer died on Saturday night.

During his illness he never told me that he had executed any Will in favour of his wife. Nor did he tell me so even previously. I was never in the habit of speaking to the plaintiff. I mean I have never spoken to her. I never prevented her either directly or indirectly from communicating the state of her husbands's health to her relations. I never placed any impediments in her making such communications. I never gave her any misleading or incorrect account of her husband's health. To my knowledge, Mr. K. S. D. Iyer executed no Will. If he had executed it, he would have mentioned it to me.

The cremation took place on Sunday morning. On Saturday night alone the question whether Mr. Mahadevan's son may not perform the obsequies was discussed. As the boy was the only son of Mr. Mahadevan he did not agree. So it was settled that the 1st defendant should perform the ceremonies for and on behalf of the plaintiff after taking darbha from her. The Sanchayanam was performed on Monday. Mr. Mahadevan left for Madras on Sunday night only. I protested against his going on the cremation day, as he had come to the cremation ground and must be present at the Sanchayanam. He said he had work on the next day in Court and could not stay. There is a tradition that those coming to the cremation ground should be present at the Sanchayanam. Mr. Mahadevan returned 2 days before the 10th day ceremonies.

The plaintiff's relations all came here on Monday morning, a few hours before the Sanchayanam. The plaintiff's brother suggested whether Mr. Mahadevan's son could not perform the ceremonies. I said that the question had already been discussed and that Mr. Mahadevan was not willing. He then suggested if one of Mr. Krishna Iyer's sons could not be adopted, and then the boy be made to perform the ceremonies. As certain conditions were imposed the 1st defendant was not agreeable ; as worse conditions were imposed in regard to the adoption of any other boy, the 1st defendant did not agree. So the ceremonies were continued by the 1st defendant.

The plaintiff's brother, Aiyaswami Iyer, brought to me a paper one or two days after he came, and asked me "இது பார்த்தீர்களா இது செல்லுமா ?" I looked into the paper. I said that it did not contain Mr. D. Iyer's signature, and that I had not seen it. I asked him if he had any other paper containing his signature : he said that there was no Will containing Mr. K. S. D. Iyer's signature. I look at Exhibit K. It is that, that the plaintiff's brother showed me.

I received after Mr. K. S. D's death, some Tamil notices from the plaintiff when I was at Mysore. I sent them away to the 1st defendant.

I hear the boundaries to item No. 6 in Schedule A. It is my house. It never at any time belonged to Sir K. Seshadri Iyer's family.

I know Rama Villa. I myself got the site in Sir K. Seshadri Iyer's lifetime for the 1st defendant's sister. Sir K. Seshadri Iyer wanted to build a house for his daughter on that site.

I negotiated for the sale of Kumara Park. It was absolutely impossible to discharge the debts without selling Kumara Park : the debts amounted then to 7 lakhs. As the Mill was one man's company, the shares had no value at all, and a could not have fetched anything.

The jewels that Lady Seshadri Iyer was wearing were all family jewels. They had all been locked up in the safe till the first abdikam of Sir K. Seshadri Iyer was over. I suggested that the jewels might be used by the daughter-in-law instead of being locked up. Mr. K. S. D. Iyer was the only person present, and he agreed. I gave some to each of the daughters-in-law for wearing them. They were of various values, and it was not the idea of any one that they should become the individual property or stridhanam of the person to whom they were given.

The Ganda Bherunda necklace was an heir-loom and was with Mr. K.S.D. Iyer: it was not given to the plaintiff. As he was the only person present

here, and the iron safe was here it was in his custody. We were away then and it was one of the reasons why I wanted the jewels to be worn by the daughters-in-law.

5 Lakshmi's confinement in January 1908 was in Kumara Park. Mrs. Krishna Iyer was also carrying then.

I used to write up accounts from time to time for moneys received and spent in regard to the family. I kept no Day Book or Ledger, as there was no 10 necessity for it. I used to compile the accounts from cheque books, pass books, and vouchers for payments which I always preserved.

From the very day I joined Sir K. Seshadri Iyer, all the money used to be in my hands: from that time I used to compile the accounts from the materials I referred to above. Exhibit DD is one of such compilations: it is in the 15 1st defendant's handwriting.

One or two years prior to 1917, Mr. K. S. D. Iyer had told me that my compilations showed the accounts of all together, and that it would be better if I showed separately what each brother had drawn for himself. I said that the 20 accounts would speak for themselves. I culled out the items he referred to and prepared the statements as suggested by him, Exhibit X is what I prepared according to his suggestions. At page 5, Upanayanam expenses are given: he suggested that Rs. 3,000 might be put down for Upanayanam. I agreed. Similarly, Rs. 6,000 was suggested and it was put down. Exhibit X relates to the period 25 prior to June 1912. When the expenditure was incurred, there was absolutely no idea or suggestion of drawing a distinction between personal and joint-family expenditure. The expenses were all incurred as joint-family expenditure.

On our way to Rameswaram, we all alighted at Trichi and stayed in 30 Raja Venugopal's Bungalow. The Ursu gentlemen also stayed with us in that Bungalow.

During the interviews we had with Mr. K. S. D. Iyer subsequent to the death of Mr. K. S. K. Iyer none of the 1st defendant's nephews were present, and we never communicated the result of the interviews to them.

35 Cross-examined by Mr. M. Ramachandra Rao.

I was one of the executants of the mortgage deed in favour of Arcot Narayanaswamy Mudaliar and Sons. I had mortgaged my house also for the debt. In 1917 or 1918, the creditors were making pressing demands for the debt. 40 Messrs. Arcot Narayanaswamy Mudaliar and Sons said they would go to Court, and so we were forced to sell the Kumara Park. It took 8 or 9 months for completing the negotiations and the conveyance. I carried on almost all the negotiations. I know the plaintiff's nephew Venkataraman: he was living with her. I came here on 23rd March 1918 from Mysore and took Mr. Cadambi 45 and his Assistant and showed him the Kumara Park and all the grounds. I sent word to her that the Government Officers had come to see the building before purchase. She knew also everything.

Subsequent negotiations also were being communicated to the plaintiff 50 through Venkataraman. Raju Iyer alias Krishnamurthi was also living with her. The plaintiff at no time objected to the sale. She wanted to know figures and I kept her informed of the figures. She was fully aware that the creditors were pressing and that the Kumara Park had to be sold. As the plaintiff wanted time, I got time for her to vacate. As the possession had to be given to Govern- 55 ment, and money had been taken, the plaintiff removed to the Rama Villa: it was purchased for her residence. It was Mr. Raghavachar that was demanding the immediate payments of the debt due to Messrs. Arcot Narayanaswamy Mudaliar and Sons. He threatened to go to Court if it was not paid. The family debts were discharged out of the sum of 4 lakhs. All the debts could not be discharged 60 out of these 4 lakhs.

Cross-examined by Mr. S. N. Rao.

All the four brothers used to consult me in all their affairs. Mr. K. S. D. Iyer told me that it was in one of his impulsive moods he issued the notices. He was a noble and respectable man and would never speak an untruth.

During the illness of Mr. Krishna Iyer, he and Mr. Doraswami Iyer were on the same terms as they were before; so also they were in the Rameswaram trip. The brothers were in different houses; I could notice the relationship only when we all three met. Then I noticed nothing peculiar.

Mr. K. S. D. Iyer did not consult me in the matter of issuing notices in the beginning of 1917. I left this in the first week of April 1917 for a Northern Indian tour, and I returned only at the end of May. I heard after my return that some notices had been received, and I returned to Mr. K. S. D. Iyer the letters addressed to me unopened. I see his diary and the entries in August. I remember he went to Madras in the early part of August to recruit his health after he got over his seediness.

He did not tell me anything about his going to Madras for getting a draft of a Will from Mr. Kumaraswami Sastry. He never mentioned to me that he had got a draft of a Will from Mr. Kumaraswami Sastry.

There were no differences between Mr. K. S. Doraswami Iyer and Mr. Krishna Iyer in 1908, to my knowledge. I am not aware of any demand for partition made by Mr. Krishna Iyer 8 or 10 years prior to the date of Exhibit E, as stated therein. I am not aware that Mr. Viswanatha Iyer or Mr. Doraswami Iyer demanded any partition as stated in para 1 of Exhibit C.

I do not know of any letter as that, dated 30-6-1911 was sent to me; I see Exhibit HH. I wrote it. It is my habit to return the letters to the members of the family.

At about that time, I remember Mr. D. Iyer wanted to buy a motor car. Neither Mr. K. S. D. Iyer nor any of the brothers ever asked me to compile the accounts at any time. They used to see the accounts which used to be compiled by me. The verification refers to the payments to Bhaisankar and Court charges. It had no particular significance. I did not know of any auditing of the accounts by Mr. Salanson of Madras.

I see Exhibit JJ. The initials look like those of Mr. K. S. D. I might have received a letter like that. Exhibit KK is my letter. I gave no reply in regard to his statement about partition as I knew his object was only to get some money. The blue and black pencil notes are in Mr. K. S. D's handwriting. I see them for the first time now. I see Exhibit LL; it is in Viswanatha Iyer's handwriting. So also Exhibit LL(1), the pencil notes are in Mr. K. S. D's handwriting. So also Exhibit LL(2).

Exhibit MM contains Mr. K. S. D.'s initials. I might have received a letter like it. Exhibit NN is my handwriting.

I do not know if Mr. Bhaishankar had been asked to go over the accounts. Neither Mr. K. S. D. Iyer nor anyone else told me about it. I see Exhibit OO. I wrote it: the note is in Mr. K. S. D's handwriting. I do not know to whom he had written.

I gave away all the letters addressed to me by Mr. K. S. D. Iyer to him alone after we returned from Rameswaram. I wrote Exhibit PP, dated 1-1-1917. I see Exhibit QQ, dated 31-8-1917: it was written to me by Mr. K. S. D. I have made a note on it in blue pencil. In connection with the Upanayanams of Mr. Krishna Iyer's sons, I went several times to Tumkur to consult of Mr. K. S. D.

I received the first notice in the early part of March. I see Exhibit RR, it was written by me. The notice was sent back to me. I took it back to Mr. K. S. D. Iyer and gave it to him with the remark that instead of being alright it was all wrong.

I am not sure if the 1st defendant was here then. I see the statement in Exhibit R. I did not speak to Mr. K. S. D. in the matter as stated therein,

and he did not tell me that all that he had to say was the Solicitor's communication. The statements are not true.

In his conversation with me, Mr. D. Iyer never told me that he was applying for Sir Subramanya Iyer's advice or to Mr. Kumaraswami Sastriar for advice about any Will.

In the interviews I had in July 1917, there was no question of dividing of the properties as every one of them had been fully encumbered. He said "For Upanayanams and marriages, you have spent about 40,000 rupees on one member. Whenever I want money, you say you have no money. Do you think it is right that you should spend on one member. Whenever I ask, you say you have no money. Let us look into the accounts, see if we can make each brother bear what has been spent on him. Let us see if we can adjust these differences, let us then see if we can bring a partition". This kind of thinking began one or two years before Mr. K. S. D's death. I consulted Mr. Krishna Iyer, but he said "that won't do". He might have said so again on one or two occasions. There was also some differences about the purchase of jewellery.

Mr. K. S. D. never spoke to me about any division on the basis of the amounts drawn by each brother personally, and the division of the shares. I see the 5th sheet in Exhibit CC. I did not see it till now. No one discussed with me about the division of Mill shares. How could they divide without my knowledge? They were also mortgaged.

The 1st defendant and I had an interview with Mr. K. S. D. Iyer on only one occasion about this matter so far as I recollect. I see Exhibit 56: it was understood that after the partition, the Agent should have something for commission and the balance divided among the branches. The details of rent for Kumara Park were not discussed before me, but Mr. D. Iyer said he had given all the instructions to the 1st defendant and that he would show them to me. It was then that I convinced him that he was not correct in saying that he was divided from 1908. It was then that I cited the instances already referred to. The idea of giving a fixed pay to the Agent and dividing of the balance after partition was Mr. K. S. D's. He said twice or thrice that the Upanayanam and marriage expenses should be debited to Mr. K. S. K. Iyer's accounts. When I explained to him that his contention was untenable, he gave it up.

When the plaintiff's brother showed me Exhibit K no one else was present.

I see Exhihit 56. One of the drafts was about the family partition. I have noted that the details had to be settled. Whenever he asked for funds and I found my inability to comply with his wishes, he used to say that I had accommodated the others but not him. I used to explain the situation and he used to keep quiet subsequently.

Re-examined :—In Sir K. Seshadri Iyer's life-time, Mr. K. S. K. Iyer used to live sometimes in the Kumara Park, sometimes in the Kumara Cot. It was built to suit his tastes, and being small and compact, he was fond of it. The portion commencing from "My dear Nanj" in Exhibit RR has all been scored out in Exhibit RR. The statement that Pujas and Abhishekams were separately done by the brothers at Rameswaram is false. The statement that the accommodation at Raja Venugopal's bungalow at Trichi was so cramped as not to allow two Shradhas being performed is an absolute falsehood. It is absolutely false that the family was divided before the trip to Rameswaram. It is false that I divided the jewellery, adopting the principle of seniority and giving the most valuable to the senior member.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.

19-11-25.

D. W. 5.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

O. S. No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff. 5

Vs.

Mr. K. S. Ramaswami Iyer and others ... ... Defendants.

Deposition of Mr. D. Raghavachar, 5th witness for defendants.

Father's name—Ramachar, Aged—53, Caste—Brahmin, Occupation—Advocate, Residence—Bangalore. Duly sworn :— 10

I was appointed the Agent and Receiver of the Arcot Narayanaswami Mudaliar and Sons in June or July 1917. More than 3 lakhs of rupees were due from Sir Seshadri Iyer's family to the firm. I used to demand payment of the 1st defendant and Mr. Sreekanteswara Iyer on behalf of the firm. My firm itself was very much in need of money : the need of the firm commenced before Mr. K. S. D. Iyer's death. The 1st defendant and Mr. C. S. Iyer tried to bring down the firm's claim. Exhibit 78 is the letter I wrote in that connection. This sum of 2 lakhs, 45 thousand rupees includes the mortgage debt and the personal debts of the family. Exhibit 71 is the receipt I gave. Mr. Krishna Iyer was my class-mate. I also knew the other members but not so well. I demanded payments of Mr. K. S. D. Iyer also on one or two occasions. Mr. K. S. D. Iyer did not tell me that he was responsible for only one-fourth of the debt or that he was divided. 15 20 25

No cross-examination.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.
19-11-1925. 30

D. W. 6.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION. 35

O. S. No. 11 of 1921-22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs. 40

Mr. K. S. Ramaswamy Iyer and others ... ... Defendants.

Deposition of Mr. M. Rangaswami Iyengar, 6th witness for 1st defendant.

Father's name—Sreenivasachar. Age—55. Caste—Brahmin. Occupation—Superintendent, General and Revenue Secretariat. Residence—Bangalore. Duly sworn :— 45

The late Mr. Dewan Rangacharlu was my father-in-law and I am his last son-in-law. One Mr. Rajagopalacharlu was another son-in-law and he is now dead. I knew the members of Sir K. Seshadri Iyer's family from 1881, and I was very intimate with them. I know Sir K. Seshadri Iyer's family and Dewan Rangacharlu's family were interested in an estate in Nilambur known as R. D. Estate. 50

I attended the Upanayanams of Mr. Krishna Iyer's two elder sons at Bangalore. I attended all their marriages and Upanayanams in this family celebrated in Bangalore. Mr. K. S. D. Iyer attended the Upanayanams of the boys. His behaviour is that of the eldest member of a Hindu family. 55

Question :—Was there anything in his conduct or behaviour to indicate that there was any estrangement or strained relationship between the brothers ? 60

Answer :—None whatever.

He attended the other Upanayanams and marriages also, and I found him behaving like an affectionate elder brother. So far as my knowledge goes, the brothers were never divided, and lived like members of an undivided family. My mother-in-law herself had gone once to see the Nilambur estate : subsequently Mr. Rajagopalachari or I used to go on her behalf. On behalf of Sir K. S. S's family, Mr. K. S. D. Iyer used to manage the estate. Raja Rao had been appointed as manager first to look after the properties. My mother-in-law and Mr. K. S. D. Iyer had given him a Power of Attorney in his favour. Raja Rao died in November 1913. Subsequently the 1st defendant was given a Power of Attorney to manage by my mother-in-law and Mr. K. S. D. Iyer. None of the brothers of Mr. K. S. D. Iyer gave a Power of Attorney to the 1st defendant : there was no necessity for the other brothers to join in the execution, as Mr. K. S. D. Iyer was managing everything on behalf of the family. The litigation about Punjakollai was being conducted by Mr. K. S. D. Iyer but it did not end during his life-time. It was continued subsequently by the 1st defendant. Mr. K. S. D. Iyer was aware of every detail of the litigations regarding Nilambur. He was giving regular instructions in regard to the conduct of the litigation. He was taking great interest in the litigation and management as the property is a valuable one.

There was a dispute about a boundary and Tirakolur Dewaswam was interested in it. Mr. K. S. D. Iyer conducted the litigation on behalf of Sir K. S's family. Raja Rao was originally the Agent and then the 1st defendant was appointed Agent. The dispute was compromised out of Court. The 1st defendant settled the terms for my father-in-law's family and Sir K. S's family, with the knowledge of Mr. K.S.D. Iyer and myself on behalf of my mother-in-law. He consulted me before entering into the terms of compromise. An affidavit was filed in that connection, I see Exhibit 45 : Mr. K. S. D. Iyer and my mother-in-law Ammalu Ammal have signed. I was present when they signed it. I wrote the letter Exhibit 79 to the 1st defendant in that connection. The plan referred to is Exhibit 45(a), that also was signed by Mr. K. S. D. Iyer and Ammalu Ammal. Throughout Mr. K. S. D. Iyer conducted himself as a member of a joint Hindu family.

Cross-examined :—The brothers of Mr. K. S. D. Iyer were all living in different places. I used to go to them often. I used to go most frequently to Mr. Krishna Iyer. I used to treat Mr. K. S. D. Iyer as my friend and not as an officer. I used to see him 5 or 6 times a year. I am not aware of the correspondence that used to pass among the brothers as regards family affairs.

Apart from friendly and social intercourse, the only other business matter I had with them was in connection with Nilambur. I was a clerk in the Secretariat originally. Mr. K. S. D. Iyer used to give directly instructions to Raja Rao and sometimes I used to be present. He used to write to Raja Rao.

Re-examination :—I was present at some of the discussions between K. S. D. Iyer and the agents. I used to discuss also matters with Mr. K. S. D. Iyer. I have lands in Madras Presidency for which I pay 800 rupees as kandayam. I pay Municipal tax of Rs. 200 for houses in Madras. I have also other properties. The instructions to the Agent at Nilambur were being sent sometimes through me and sometimes through 1st defendant.

Read over and admitted to be correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.

20-11-1925.

D. W. 7.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

O. S. No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Mr. K. S. Ramaswami Iyer and others ... Defendants.

Deposition of Mr. K. A. Krishna Iyer, 7th witness for 1st defendant.

Father's name—G. K. Lakshman Iyer. Age—26. Caste—Brahmin. Occupation—Book-seller. Residence—Bangalore. Duly sworn.

I am related to the 1st defendant: I was summoned to produce the invitation sent to my father in regard to Venkataraman's Upanayanam. I found it among my father's papers. It is Exhibit 80.

Cross-examined:—My mother and Mr. Viswanatha Iyer's wife are sisters.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.
20-11-1925.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

O. S. No. 11 of 1921—22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs.

Mr. K. S. Ramaswami Iyer and others ... ... Defendants.

12th April 1924.

The Honourable Mr. C. P. Ramaswamy Iyer solemnly affirmed by me.

Examined by Dewan Bahadur L. A. Govindaraghava Iyer:—I have known 1st defendant's family for 35 years,—ever since my boyhood.

I knew all the male members of the family, that is, the first defendant and his brothers, very intimately. My impression derived from a knowledge of their mutual intercourse was that they were undivided. I used to be consulted in their private affairs, especially with reference to their Malabar Estate. Mr. Doraswami Iyer sent a notice to Mr. Krishna Iyer through Messrs. Brightwell and Morseby and I gave a reply on behalf of Mr. Krishna Iyer.

I see Exhibit F. That is the reply I sent. In sending the reply I acted as a Lawyer, but I am personally acquainted with the facts referring to the ceremonies mentioned in the letter and regarding the management of family affairs mentioned in the last para but 2 in Exhibit F.

I used to go to Bangalore very often; and I used to stay with Mr. Doraswami Iyer in Kumara Park.

Cross-examined by Mr. Ramachandra Rao:—I know Mr. Doraswami Iyer died in about September 1917. My recollection is that I saw Mr. Doraswami Iyer at Bangalore for the last time shortly after the death of his brother Mr. Krishna Iyer. I did not stay with him at that time. I stopped there for a day and I saw Mr. Doraswami Iyer for about an hour.

Cross-examined by Mr. Shankaranarayana Rao:—Krishna Iyer was for a long time living in Bangalore, but afterwards he was outside Bangalore. Mr. Doraswami Iyer was first secretary to his father and then went out of Bangalore. Ramaswamy Iyer was studying in Bangalore and then went to Bombay in connection with the Mills. Viswanatha Iyer was first living in Bangalore, then came to Madras and afterwards went back to Bangalore after a stay of 4 or 5 years. Apart from this separate living when the brothers were all of them at Bangalore, latterly, Doraswami Iyer was living separately; the other brothers were living together. I may say that after he became the Revenue Commissioner Mr. Doraswami Iyer and his wife and children were living separately in Kumara Park;

the other brothers when at Bangalore, were living together in the Small Bungalow which originally formed part of Kumara Park.

In Exhibit F, "incompatibility of temper" is referred to; the eldest brother was the most irascible; the temper was in proportion to the seniority of age among the brothers. My knowledge about the ceremonies was derived from one of the brothers.

The differences began with certain differences between Doraswami Iyer and Sreekanteswara Iyer; Doraswami Iyer wanted more money than he could get from Sreekanteswara Iyer and that is how the trouble arose.

Later on, there were differences between Doraswami Iyer on the one hand an the other two brothers on the other. Viswanatha Iyer was dead at this time.

Question :—Was not Mr. Doraswami Iyer keen about a division of the family properties by metes and bounds prior to the date of the notice (dated 10-2-1917) to which Exhibit F is a reply?

Answer :—I am not aware of any such desire. I cannot say whether he had any such desire, but my general impression derived from my conversation with him was that he wanted to bluff. My conversations with him from which I derived this impression were before the notice. After I was entrusted with the business of replying to the notice, I avoided having any conversation with him on family matters. Mr. Doraswami Iyer used to ask for settlements of accounts from Mr. Sreekanteswara Iyer once or twice a year for about 10 years. Whenever he fell short of moneys, he used to ask Sreekanteswara Iyer for an account, and he used to send shop bills to Sreekanteswara Iyer. Mr. Doraswami Iyer had a suspicion that Mr. Sreekanteswara Iyer kept back large sums of money to which he was entitled from the Mills. He therefore asked Sreekanteswara Iyer and later on Ramaswami Iyer also to prepare accounts of the income from the Mills and the application thereof. The asking for the account was not with a view to a division.

I do not know anything about the demands for accounts of the family; I am only aware of the demands for the Mills accounts.

Several times, Mr. Dorasami Aiyar had asked for accounts and cast doubts upon Sreekanteswara Iyer's propriety and efficiency of management: he withdrew aspersions. These withdrawals were before Ramaswami Aiyar was asked to compile the accounts of the income from the Mills. I should think that Ramaswami Iyer was asked to compile the accounts before the date of Exhibit A.

So far as I am aware, the Mills were the only property from which the family derived any income.

Cross-examined by Mr. Ramachandra Rao:—For some years prior to the sale of Kumara Park, it was the intention of Sreekanteswara Iyer to effect a sale of Kumara Park, and liquidate the debts of the family. For a long time Dorasami Iyer objected to this because he wanted the prestige of living in it. Latterly however he reconciled himself to the idea of selling Kumara Park, on account of the debts.

Re-examined by Mr. L. A. Govindaraghava Iyer:—The relations between Mrs. Dorasami Iyer and her sisters-in-law were very bad. I cannot remember which of the brothers told me about the ceremony in Rameswaram.

Question:—Had you any reasons to think that the separate living of Dorasami Iyer was on account of division in interest or status?

(Question is objected to).

Answer:—No; I do not think so. I have not seen the accounts prepared by Mr. Ramaswami Iyer: I do not know if he prepared any accounts.

The accounts I referred to were the accounts of the Mills relating to the period of Sreekanteswara Iyer's management and comprising the period when Mr. Ramaswamy Iyer was in management. The idea of Dorasami Iyer was to satisfy himself about the management by Sreekanteswara Iyer and to acertains

the net gains or profits. The Mills are a limited Company but the family had a predominant interest in the Mills ; the family held the bulk of shares.

(Signed) K. C. Desikachari.

12—4—25.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

O. S. No. 11 of 1921–22.

Mrs. Meenakshi Ammal ... ... Plaintiff.

Vs.

Mr. K. S. Ramaswamy Iyer and others ... ... Defendants.

Before the Commissioner appointed by his Honor The Chief Judge, Small Cause Courts, Madras, in O. S. No. 11 of 1921–22 on the file of the District Court Bangalore.

On the 27th August 1925.

Plaintiff and his Vakil absent.

Defendants' Vakil S. S. Ramachandra Iyer present.

Mr. Amiruddin solemnly affirmed by me gives the following answers to the Interrogatories.

Question :—1. Myself and Mr. C. K. Mahadeva Iyer were Co-Assistant Registrars of the Original Side, High Court at one time. I can't tell you with reference to the year mentioned in the question, without references to the History of Gazetted Officers. Referring to the book I find that Mr. C. K. Mahadeva Iyer was the 1st Assistant Registrar in the year 1917 and I was also 2nd Assistant Registrar during that year.

Question 2. I cannot give you an answer unless I am shown any material papers.

Question 3. I am sure I cannot remember these dates from memory (Defendant's Vakil requests the witness to refer to the Attendence Register of the staff of the Original Side for the 24th, 25th, and 26th September 1917.) On looking into Attendence Register I find the initials of Mr. C. K. Mahadeva Iyer from the 1st to the 20th inclusive of September 1917. I have checked and initialled the Attendance Register on the 21st and 22nd. On the 24th, 25th, 26th and 28th I find the Initial of Mr. C. K. Mahadeva Iyer.

Question 4. Yes. The 1st Assistant Registrar does this work and Mr. C. K. Mahadeva Iyer attends to this work and during his absence, the 2nd Assistant Registrar attends to this work. I was the 2nd Registrar during this period.

Question 4 continued Second part. The registers are being produced and placed on my table on the orders of the Registrar. If you want extracts you must apply to the Registrar or Deputy Registrar Original Side.

Question 5. Assistant Registrars during that time were required to attend Court and record minutes of cases in the Minute Books.

Para (2) Looking at the Minute Book shown to me I find the minutes of Mr. Mahadeva Iyer sitting in his Lordship Mr. Justice Coutts Trotter's Court on the 24th September 1917, 25th September 1917, and 26th September 1917, and 28th September 1917 (Defendants' Vakil says he does not press the witness for extract of the Minute Books.)

Question 6. I really cannot see what is really required of me. Am I required to do the work of a comparing clerk of the copyist department. Apparently C. K. M. stands for Mr. Mahadeva Iyer's initials and M. A. for my initials.

Cross Interogatories.

Question 1. An officer of the position of the Assistant Registrar will write to the Chief Justice or to the Registrar requesting the latter to obtain the sanction of the Chief Justice for leave.

Ordinarily it will be a written application either addressed to the Chief Justice or to the Registrar. If it is addressed to the Registrar he will place the letter before the Chief Justice to grant the leave.

Question 2. I had no occasion to take leave like this but I suppose that I will send a telegram or a letter applying for leave.

Question 3. This question must be asked of the Head of the department or the Account department which deals with leave applications. You must ask the Head of the department for the papers mentioned. As regards the question as to on what dates Mr. Mahadeva Iyer was absent from duty from 15th September 1917 to 15th November 1917, I find from the Attendence Register before me that Mr. Mahadeva Iyer initialled the Attendance Register from the 15th to 20th September inclusive and again from the 24th to 28th September 1917, 27th being presumably a vholiday. In October 1917, I have initialled the Register from 1st to 6th inclusive and Mr. Mahadeva Iyer from the 8th to the end of the month. In November I see the initials of Mr. Mahadeva Iyer throughout the month.

Question 4.—Yes. The Assistant Registrar is required to attend office on Saturday except the last Saturday of the month, when the offices of the High Court are closed. The Judges of the High Court do not sit on any Saturday. There being no Court on Saturdays, the Assistant Registrar will not have any occasion for entering minutes on Saturdays.

Question 5.—I do not understand what Registers I am required to look into. This commission should really have been taken to the Deputy Registrar Original side.

I can't usefully add anything to what I have already stated on examination of the only Attendance Register produced before me.

Question 6.—There were two Assistant Registrars in the Original side myself and Mr. Mahadeva Iyer during the period in question. The distribution of work requires certain work to be done by him and certain work done by me. Whenever one of us absented the other used to look after his duties. I have already said that in the Month of September 1917 on the 21st and 22nd of September and on the 1st, 2nd, 3rd, 4th, and 5th October I have initialled the Attendance Register. Coming to the Minutes Book I find that Mr. Mahadeva Iyer alone recorded the minutes of Honourable Mr. Justice Coutts Trotter's Court on the 24, 25, 26, and 28th September 1917. Both myself and Mr. Mahadeva Iyer have not initialled the Attendance Register at the same time or same day. It was the duty of Mahadeva Iyer as 1st Assistant Registrar to check the Attendance Register and initial the same; only in his absence Attendance Register would be sent to me for checking.

Question 7.—I have no personal knowledge or recollection. It must be clearly understood I am speaking only with reference to the books placed before me and not from memory. I wish again to respectfully point out that this commission as regards the production of the Registers and books should have been taken not to me but to the officer in charge of the Original Side.

Read over by witness and admitted by him to be correct.

(not clear)
Commissioner 27-8-25.

Interrogatories filed by the 1st defendant.

1. Was not the late Mr. C. K. Mahadeva Iyer an Assistant Registrar of the High Court in the year 1917?

2. On what date did the late Mr. C. K. M. attend the High Court and discharge his duties between the 15th day of September 1917 and the 15th day of November 1917?

3. Did he attend the High Court and discharge the duties pertinent to his office on the 24th, 25th and 26th September 1917 in particular?

4. Was it not part of his duty as Assistant Registrar to initial the daily attendance rolls of clerks of his office?

If yea, please produce the Register and verify his initials on the 24th, 25th and 26th of September 1917, and put in extracts thereof.

5. Was it not part of his duties as Assistant Registrar to attend the Court and to record minutes of cases in the Minute Book ?

If yea, please produce the Minute Book for the year 1917 and prove his having recorded minutes or otherwise on the 24th, 25th and 26th September 1917 and put in extracts thereof.

6. You see the certified copy herewith sent and shown to you. Does it represent the correct state of affairs ? What does "C. K. M." stand for and what does "M.A." stand for ?

The Vákils on either side are at liberty to appear before the Commissioner and suggest such other interrogatories as they think necessary.

(Sd.) A. R. Nageswara Iyer,
23—7—25.

Plaintiff's Cross Interrogatories.

1. In cases where an officer like an Assistant Registrar makes an application for leave, what is the procedure adopted ? Will it be in the form of a written application for leave or in the form of a memo and, if so, to which officer is it addressed ? What is the procedure that officer adopts in sanctioning the leave ?

2. In emergent cases, as when a relative is seriously ill in a moffusal station what is the procedure adopted for obtaining leave urgently?

3. What are the registars or other records in which leave granted to an officer like the Assistant Registrar is entered. Please produce the application for leave and memo and the order thereon and books, if any and mark all the papers and entries to show on what dates Mr. C. K. Mahadeva Iyer applied and obtained leave and was absent from duty between 15th Septemher 1917 and 15th November 1917.

4. Is the Assistant Registrar's attendance compulsory on Saturdays ? Do the Honourable Judges of the High Court sit on Saturdays ? If not where is the necessity for the Assistant Registrar to sign the minutes of the High Court ?

5. Please make a reference to the connected Registers and state whether Mr. Mahadeva Iyer applied for leave or not from Friday 21st September 1917 till Monday or Tuesday and if so for how many days ? Please exhibit the entries if any.

6. Were the duties of Mr. C. K. Mahadeva Iyer as Assistant Registrar being done by him exclusively or were the same duties being done by any other officer also in collaboration with him ? If so who was that officer ? If the latter has also signed any attendance registers, Minute Books etc., on the same dates that Mr. Mahadeva Iyer was present on duty, please exhibit such entries if any.

7. Were you present and did you see personally Mr. C. K. Mahadeva Iyer sign or initial the entries marked on behalf of 1st defendant.

(Sd.) K. Sankaranarayana Rao,
Advocate for Plaintiff.
31-7-25.

EXHIBIT A.

Registered for Acknowledgment.

High Court House,
Madras, 10th February 1917.

Dear Sirs,

It is represented to us by our client Mr. K. Dorasami Iyer, Revenue Commissioner, Mysore, Bangalore that for some years past he has been living separate from you, and that though he and you have been to all intents and purposes divided in status an actual division of the family properties has not yet been arrived at.

Our client considers that the present unsatisfactory state of affairs should not continue any longer and that the family properties should be divided and each member put in possession of his share.

Under instructions from our client we hereby call upon you to agree to a partition of the family properties, after paying the debts legitimately due and incurred for purposes binding on all the members of the family. Should you fail to comply with our client's request he will be compelled to take legal steps for the enforcing of his claims and the protection of his interests.

Yours faithfully,
Brightwell & Morseby.

M. R. Ry.
K. Krishna Iyer Avl.,
Deputy Commissioner of Hassan District.
Bangalore

M. R. Ry.
K. S. Ramaswami Iyer
of Messrs. Dorasami Iyer & Co.,
Agents, Aurangabad Mills, Arya Bhavan,
Girgaum, Bombay.

M. R. Ry.
K. Venkatarama Iyer,
Son of the late K. S. Viswanatha Iyer, Arya Bhavan,
Girgaum, Bombay.

EXHIBIT B.

Registered for Acknowledgment.

High Court House,
Madras, 10th February 1917.

Dear Sirs,

It is represented to us by our client Mr. K. Dorasami Iyer, Revenue Commissioner, Mysore, Bangalore that for some years past he has been living separate from you, and that though he and you have been to all intents and purposes divided in status an actual division of the family properties has not yet been arrived at.

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K. S. Ramaswami Iyer,
of Messrs. Dorasami Iyer & Co.,
Agents, Aurangabad Mills, Arya Bhavan,
Girgaum Bombay.

M. R. Ry.
K. Venkatarama Iyer,
Son of the late K. S. Viswanatha Iyer, Arya Bhavan,
Girgaum, Bombay.

Received 17th February 1917 at Bangalore.

(Initialled)
17—2—17.

EXHIBIT C.

Registered for Acknowledgment.

High Court House,
Madras, 6th March 1917.

To

K. Krishna Iyer, Esq.,
Deputy Commissioner and District
Magistrate of Hassan, Crescent Road,
Bangalore.

Dear Sir,

We are in receipt of your letter of the 19th ultimo. We are instructed that you were not alone in demanding a partition for that one of your brothers, the late Mr. Viswanatha Iyer demanded it shortly after your father's death and Mr. Dorasami Iyer himself a year later, i.e., in the year 1903.

Our client is aware that the family debts have increased a good deal, and he is aware also of what assets there are in lands, houses, Mill shares, etc., With large debts to pay it is only an adjustment of your private and personal accounts and debts that can be arrived at, and you are aware that he wants no more than that. A partition among the members such as will not affect the creditor's lien on the properties is quite possible. The making up of the accounts for such a settlement was no doubt unduly prolonged, but it was not for want of pressure on our client's part. We are unable to understand your statement that the proposals so far were one-sided, for on our client's side at least they were not so. Our client is of opinion that it should be easy to arrive at a settlement whereby one member does not benefit at the expense of the other members or of the family assets. The lines on which the partition is to be effected are clear from the accounts themselves as made up by Mr. Sreekanteswara Iyer, the late Mr. Viswanatha Iyer and Mr. Ramaswami Iyer.

Our client is unable to agree that you have not been divided in status. The "personal differences and disagreements" were all there, and you have been living separately as divided members and yet you are pleased to claim that the family itself "has continued and still continues to be a joint one." The divided status was evident to all the world from the relations between you in the important domestic, religious and social functions of a Brahmin house-hold, which were such as to contradict a joint status.

Your knowledge of the family properties and debts cannot be inferior to our client's. We fail to see for what reason you are calling upon us to furnish you with lists of them when you could easily procure them (in case you have not already done so) from Messrs. Sreekanteswara Iyer and Ramaswami Iyer who have the control over and are accountable for, the family income and expenditure.

Yours faithfully,
Brightwell & Morseby.

EXHIBIT D.

High Court House,
Madras, 15—5—1917.

Dear Sir,

We are in receipt of your letter of the 11th ultimo in reply to ours of the 6th March last to Mr. K. Krishna Iyer, Deputy Commissioner of Hassan.

We are instructed by our client Mr. Doraswami Iyer that your client while seeking support to his allegations of a joint status from the ceremonies performed at Rameswaram and from the Sradha at Trichinopoly has refrained from alluding to the poojas, abhishekams, and some ceremonies that were performed also by him with separate payments and danams. We are further instructed that your client cannot have forgotten that his health then was not very good, that accommodation was limited as Mr. Sreekanteswara Iyer was also there with a couple of Ursoo friends from Mysore and that under the circumstances any two could have performed a ceremony together it could only have been your client and ours whether joint or divided and not one of them and Mr. Sreekanteswara Iyer or one of the Ursoo gentlemen.

We are instructed that your client cannot have forgotten that on the 9th February 1908 Mr. Doraswami Iyer who was in Bangalore on leave declined to perform his mother's Shradha with your client and went to Tumkur by the mail train that night and performed it there the next day and that since then your client and ours even when they were both in Bangalore, living in houses not quite a furlong apart, performed the Shradha separately. Since then also in religious and social functions they have remained completely separate. There was not a single one of these functions in your client's house in which Mr. Doraswami Iyer took part although as the eldest brother he should have had a more or less prominent part in them if the joint status had not been completely severed. A glance at the invitations for the Upanayanams of yours client's sons and the weddings of his daughters would also, we are instructed, completely deny all your client's claim to a joint status. The main points to determine whether the status of a Brahmin family was joint or divided have been there all these years for all the world to see but it is claimed that they "had no significance whatever." What else could be considered of significance, our client cannot understand, when the properties had admittedly remained undivided on account of the delay on the part of those who had the management of the family's income and expenditure to furnish accounts. We are instructed that it is inconceivable that your client can have seriously believed in a joint status or inferred a re-union at Rameswaram.

Our client notices in the letter under reply an attempt to hold him liable for the debts contracted by your client and the other members of the "joint" family and to build that liability upon his "exclusive occupation of one of the main items of the family property, namely the premises known as "Kumara Park." The connection between the two is not clear. We are instructed that it looks like an attempt to throw on the "joint" family if not on our client personally the large sums amounting to about a quarter of a lakh drawn by your client for the Upanayanams of his sons and the weddings of his daughters and the purchase of jewellery. Your client drew from Mr. Sreekanteswara Iyer other sums also from time to time. The interest on all these sums is already a considerable amount. Large portions of the income which should have been applied to reduce the debts and the proportionate interest were diverted to your client's own use. He had not our client's consent and it is not known if Mr. Sreekanteswara Iyer is to be credited with a wish to incur the awful risk of conniving at your client drawing such large sums to the positive deterioration in value of the assets from excessive debts and to the positive disadvantage of the other brother, but your client had led everyone to believe that the basis of division would be to charge each brother individually with sums absorbed by him for himself and his family.

The "Favourable" offers of purchase and lease in respect of Kumara Park and the Small Bungalow in your client's occupation were known also to Mr. C. Sreekanteswara Iyer. There was no definite offer of purchase but only a feeler—in fact, there were two such, and to call either an offer of purchase was a mis-statement as could have been explained to your client (if he had forgotten it) by Mr. K.S. Ramaswami Iyer also. The "Favourable" offers of purchase or lease were eminently calculated to serve as an invitation to the creditors to bring all properties under attachment and paralyse the family concerns and throw out of

employment and send adrift two of the brothers in Bombay, for, to sell a property for half its value or mortgage it with possession for a quarter of it, while not helping much to clear the debts was bound to destroy the creditors' faith in the substantial nature of the asset. This undesirable end which the "Favourable" offer of lease especially so eminently favoured was explained by Mr. Sreekanteswara Iyer to the person that brought him the offer, and subsequently also to your client. It is strange that your client is aggrieved that the suicidal step of running down valuable assets and reducing their market value was not adopted. The property is large and valuable and worth some 5 or 6 lakhs and naturally it is difficult to find investors willing to open their purse-strings so wide.

In regard to your client's suggestion that our client should vacate Kumara Park in order to enable the members of the family to "enter into negotiations for the sale or the lease thereof" we are instructed that it is difficult to see how such a step is necessary to achieve that very laudable desire. At the same time, it is strange indeed, our client thinks, that there should be no corresponding suggestion of your client also vacating the bungalow in his occupation to enable similar negotiations in regard to it. It is a smaller property and much easier sold or leased than Kumara Park but your client does not seem to have moved in the matter yet. Its disposal may not dispose of the debts to the same extent as that of Kumara Park, but it will be a beginning and above all it is worth considering that a sum of about forty thousand rupees is not what the family can afford to turn up their noses at. It will not attract the notice of the creditors in the same way, or to the same extent the sale or lease of "one of the main items of the family property, namely, the premises known as Kumara Park" and further as your client is employed at Hassan it would look natural to sell or lease a superfluous house in Bangalore. It will be totally different from the case of "one of the main items of the family property" which our client though employed at French Rocks and Tumkur and living there had perforce to maintain in Bangalore for your client and the other members of the family, until about the end of December 1907 when your client removed to the Small Bungalow finally. Since then our client continued to maintain it as a valuable asset against the debts until his transfer to Bangalore in March 1911 and thenceforwards in the self same interest and also as a residence for himself. The suggestion that our client "rejected favourable offers" in view "to remain in possession" of Kumara Park is absolutely incorrect. We are instructed that your client cannot be unaware that our client has not been backward in disposing of properties to advantage. He realised for the family more than half a lakh by the sale of Seshadri House and the building site at Mysore.

The income of Kumara Park and the garden in Mysore and the expenditure on them and on Seshadri House, Mysore and the building site close-by until their sale to government are seen from the accounts made up by Mr. K. S. Ramaswami Iyer and are within your client's knowledge. The expenditure consisted of payments to permanent and temporary establishments of gardeners and watchmen, payments of land and municipal taxes, payments on account of periodical repairs, etc., met mostly from our client's government salary as the income rarely sufficed even to meet the land assessments and municipal taxes while your client had been drawing money from the family income to meet the expenses of repairs, additions and improvements to the bungalow in his occupation as can be seen also from the same account. These and other details of receipts and expenditure were furnished by our client upon being told by Mr. K. S. Ramaswami Iyer and Mr. Sreekanteswara Iyer that your client and the late Mr. Viswanatha Iyer had furnished their accounts for the monies that had come into their hands and that the compilation of the general accounts remained incomplete for want of similar accounts from our client. When Mr. K. S. Ramaswami Iyer completed the accounts it was found that your client and late Mr. Viswanatha Iyer had very large sums to account for while our client stood in a better position.

In the family jewellery that was divided among the brothers and their families by Mr. Sreekanteswara Iyer after Sir Seshadri Iyer's death, seniority was

followed and the most valuable went to the most senior. This was a 10 or 12 years old matter when the accounts were made up. Nevertheless your client and the late Mr. Viswanatha Iyer suggested to our client through Mr. K. S. Ramaswami Iyer an equalization of this jewellery item. Our client readily consented and a plus and minus statement was incorporated in the accounts although at the time of the division all the brothers and their families were living together at Kumara Park and had acquiesced in it. Our client's one wish throughout has been to avoid for everyone concerned a feeling that another had got more.

To talk about the paramount importance of providing for the payment of debts which importance had been recognized and emphasized by others before and to ask for lists of properties and accounts which your client already has, or cannot be ignorant of, cannot support his claim of equal anxiety with others for a partition.

Your client is pleased to deny his knowledge that the late Mr. Viswanatha Iyer had demanded a partition or that our client had demanded one but it is sufficient that he is certain about himself having demanded it some '8 or 10 years ago'.

We are instructed to repeat that it is easy to arrive at a "definite concrete" scheme whereby one brother shall not suffer from another absorbing the lion's share of the income, whereby each can agree to bear the charges on the income that were incurred for himself and family and refrained from further inroads on that income. With the "differences and disagreements" admitted by your client and with the "incompatibility of temper" to which certain other more undesirable states could be added, it strikes our client as very unfair that yours should be denying a divided status that had come into existence most definitely on the 9th February 1908 and had been emphasized by subsequent conduct on both sides time and again.

Our client is glad to know at last that your client has knowledge of the accounts compiled by Mr. K. S. Ramaswami Iyer "under the instructions of Mr. C. Sreekanteswara Iyer" although he contends that they "will not be sufficient for a complete adjustment" and that "it is absolutely essential that each member of the family should furnish to the others a complete list and accounts of all the movable and immovable property of the joint family that have been in his exclusive possession and enjoyment since the death of Sir K. Seshadri Iyer in September 1901 and of the income thereof." Our client thinks this a very correct wish. Since the construction of Kumara Park all the brothers were living in it with the late Sir Seshadri Iyer except only our client who had gone to Kolar long before (November 1891) and lived with the family only when he happened to go to Bangalore or Mysore on leave. This was the case also for some years after his father's death. The movables and immovables were not therefore in his possession during all those years. It was in December 1907 that your client finally removed himself to the small bungalow and he is in a position to furnish the "list and account" of all that was in the house and what he took to the small bungalow, of what Mr. Viswanatha Iyer took when he went to live separately and of what Mr. K. S. Ramaswami Iyer took to Bombay. The rest of the movables are all in Kumara Park. Our client arrived in Bangalore on the evening of the 30th December 1907, a few days after your client had gone and established himself in the small bungalow. Your client and Mr. Sreekanteswara Iyer who arrived soon after our client's departure to Kolar in the last week of November 1891 should take their lists and make out a regular inventory of the movables with the brothers and with the sisters also if need be. They can be helped by Mr. K. S. Ramaswami Iyer who will be returning to Bangalore with your client after their tour to Calicut, Madura, Madras, Palghat, Ootacamund, etc. The late Mr. Viswanatha Iyer's son who is now in Bangalore in our client's house can also help. The time is very opportune for the inventory aforesaid. The things that were in Seshadri house, Mysore, will be found in Kumara Park and in the bungalow in your client's occupation. Our client will render what help he can in respect of the inventory.

Your client is pleased to state that our client is "taking shelter behind

the vague statement" that your client's knowledge of the family properties and debts is not inferior to our client's. We are instructed to ask if your client was not living in Kumara Park, Bangalore and in Seshadri House, Mysore, before and after Sir Seshadri Iyer's death and if he has no knowledge of them, if he has no knowledge of the garden under Kukerahalli tank in Mysore, and if he had never visited it with the late Sir Seshadri Iyer or by himself, if he has no knowledge that the house in Mysore and the building site were sold to Government, and that the proceeds are shown in Mr. Sreekanteswara Iyer's and Mr. K. S. Ramaswami Iyer's accounts, if he has no knowledge of the properties at Nilambur, and if he is not aware either that he and Mr. K. S. Ramaswami Iyer engaged counsel in Madras and took him to Calicut and Manjeri last March and April in connection with some suit in regard to those properties.

Yours faithfully,
(Sd.) Brightwell & Morseby.

To
C. P. Ramaswami Iyer, Esq.,
High Court Vakil, Madras.

EXHIBIT E.

Kumara Park,
Seshadripuram,
Bangalore.
19th February 1917.

To
Messrs. Brightwell & Morseby,
Solicitors and Notaries, Madras.

Dear Sirs,

Your registered letter, dated 10th instant reached me only on the 17th (day before yesterday).

I may inform you that I first demanded a partition of the family properties some 8 or 10 years ago, but no need was paid to it.

Since then, however, for one reason or another, the family debts have all increased so enormously that it now appears to be almost a hopeless task to clear them, and what is more, we have still to borrow largely to keep the family concerns going.

The bulk of the family property consists of house and landed estates and Aurangabad Cotton Mill Shares, etc., and they are all mortgaged to our creditors. Thus they are neither capable of any actual division, nor will it be possible to put each member in possession of his share.

So far all proposals have been only for the adjustment of our private and personal accounts and debts and those proposals were so very one-sided that it was thought best that a competent Court should settle them.

I may also point out that you are mistaken in saying that we are "to all intents and purposes divided in status" for some years past. Except for some personal differences and disagreements between the family members, owing to which we have been living separately, the family itself has continued and still continues to be a joint one.

But apart from all these matters, before agreeing to a partition, I should like to be furnished with a complete list of all the family properties that are proposed to be divided and the lines upon which the partition is to be effected, together with a statement of all "the debts legitimately due and incurred for purposes binding on all the members of the family."

Yours faithfully,
(Sd.) K. Krishna Iyer.

EXHIBIT F.

37 and 38, Vakil's
Chambers,
High Court,
11th April 1917.

C. P. Ramaswami Iyer,
High Court Vakil,
"The Grove"
Teynampet.

To

Messrs. Brightwell and Morseby,
Solicitors, Madras.

Dear Sirs,

Two letters, dated the 10th February and 6th March 1917, addressed by you on behalf of your client Mr. K. Doraswami Iyer, Revenue Commissioner, Mysore, have been placed in my hands with instructions to reply thereto, by my client Mr. K. Krishna Iyer, Deputy Commissioner, Hassan District.

I am instructed that my client, Mr. K. Krishna Iyer has already written a letter to you in reply to your first communication and this is supplemental thereto and in reply also to your second communication.

My client denies as entirely inaccurate the allegations contained in your letters under reply that your client and my client have been "to all intents and purposes" divided in status and that they "have been living separately as divided members." On the other hand, all their transactions and conduct have been on the footing that the parties were members of a joint undivided Hindu family, so much so, that as recently as in January 1917, your client and my client, with the respective members of their families, performed together all the usual Brahmanical ceremonies at Rameswaram, as also their mother's annual "Sradha" ceremony at Trichinopoly on the 31st January 1917. Save as a matter of convenience and on account of incompatibility of temper, the living apart of the members of the family had no significance whatever. In these circumstances, my client is sure that your client assumes that there has been a division of status "to all intents and purposes." I am instructed to state that there has been no such division.

My client is quite prepared to admit that the present state of affairs is unsatisfactory, but instructs me to say that the unsatisfactory character is due, in the main, to the conduct of your client, who whilst liable for the debts contracted by the members of the joint family, and bound to take all proper steps to reduce the said indebtedness has been in exclusive occupation of one of the main items of the family property, namely the premises known as "Kumara Park."

I am further instructed that your client has, with a view to remain in possession of the said premises, rejected favourable offers for the purchase thereof or for its being leased out and has thereby deprived the family of the means wherewith to keep down its indebtedness or even partially to meet the interest due on the debts payable by the family.

My client thinks that the most feasible means of reducing the indebtedness of the members of the family and of placing matters on a more satisfactory footing would be for your client at once to vacate the house he is occupying, so that the members of the family might enter into negotiations for the sale or the lease thereof; and if your client is actuated by any bona fides in the matter, my client hopes that he will make all the necessary arrangements for quitting the abovesaid premises by the close of the next month, so that by the first of June next a substantial income which my client expects will be realised by the renting out of the said premises (inclusive of the garden produce), might be obtained, which might be utilised towards payment of the interest charges.

Whilst my client is quite as anxious as yours for a division of the family properties, your client will undoubtedly realise that such a division without providing for the payment of debts would be futile. If your client has any scheme by which to pay off the debts my client would be very glad to receive your client's suggestions.

My client is not aware that the late Mr. K. S. Viswanatha Iyer or your client ever demended a partition, as is now alleged by your client. With regard to your statement that "a partition among the members such as will not affect the creditors' lien on the properties, is quite possible," our client would be glad if your client can suggest a definite concrete scheme showing the feasibility of such a partition.

I am instructed to state that Mr. K.S. Ramaswami Iyer has had no control over the family income and expenditure nor did he or the late Mr. K. S. Viswanatha Iyer maintain the family accounts after our father's death. It was Mr. C. Sreekanteswara Iyer alone who controlled the family income and expenditure and kept accounts thereof, as a friend of the family, with the common consent of all the members of the family. Mr. K. S. Ramaswami Iyer merely compiled the statement of these accounts under the instructions of Mr. C. Sreekanteswara Iyer. These accounts merely relate to such monies as passed through his hands and they will not be sufficient for a complete adjustment of our "private and personal accounts and debts." I am further instructed to state that before such a complete adjustment can be effected, it is absolutely essential that each member of the family should furnish to the others a complete list and account of all the movable and immovable property of the joint family that have been in his exclusive possession and enjoyment since the death of Sir K. Seshadri Iyer in September 1901 and of the income thereof.

Your client's not furnishing the complete list of all the family properties to be divided, as called for in my client's letter to you, dated the 19th February 1917, and his taking shelter behind the vague statement that "my client's knowledge of the family properties and debts cannot be inferior to his" show that he is not really as anxious for a partition as he suggests he is.

I am instructed finally to state that unless your client is prepared forthwith to furnish such a list and account, it is idle to prolong this correspondence any further.

Yours faithfully,
(Sd.) C. P. Ramaswami Iyer.

EXHIBIT G.

Acknowledgment.

K. Venkatarama Iyer, son of the late K. S. Viswanatha Iyer, Arya Bhavan, Girgaum, Bombay.

(Sd.) S. K. Seshadri
for K. Venkatarama Iyer.

Sender's name :—Messrs. Brightwell & Morseby,
High Court, Madras.

EXHIBIT H1.

Kodicanal,
14th May 17.

Dear K. S. D.,

Your kind letter. I am spending this month here and will be back to Madras about the end of this month.

I shall spend a few days at Madras and my village as the marriage of my brother's son is fixed for the 8th June.

I shall be free by about the 13th or 14th June, and shall gladly spend the rest of the month with you at Bangalore. I hope this will suit your tour programme and official arrangements.

I am doing well and find Kodi pleasant, neither too warm nor too cold.

Trusting this will find you quite well.

Yours sincerely,
(Sd.) C. V. Kumarasami.

EXHIBIT H2.

Dear Dorasami,

Kindly excuse the delay in my replying to your letter. I saw A. D. last Saturday. He tells me the man did not turn up as his daughter was ill in Hospital. He said he would send for the man and go through the remaining accounts and write to you.

With reference to the accounts I think all that you can do at present is to ask for particulars and formulate your objections so as to give them rope enough. Till you are in a position to sell the house and thus create a surplus after paying debts there is no use of precipitating matters. Everybody anticipates a large renewal of Indian trade after the war and I am sure that the Mills will then be very valuable property. The sharks who finance the Mills know this and will naturally be anxious to sell you out. It will be a pity that, after all these years the fruit should fall into stranger's hands. So you must do nothing to precipitate matters.

I hope your health is much better and that you are almost if not quite well. It is a good augury that Mahadeva is climbing down and shows symptoms of returning reason.

I am as usual immersed in work and at present absorbed in writing judgment in a heavy Zamindary case.

Yours affly.,
(Sd.) C. V. Kumaraswamy Sastry.

EXHIBIT H3.

Madras,
8th Sept. '17.

Dear Dorasami,

I am in receipt of your kind letter. I saw Mahadevan. He tells me your daughter is awaiting a letter from you asking her to come to Bangalore and will start on your asking her to do so. You can drop a letter as it seems to be very necessary in the interests of her health that she should have a change.

I am glad to hear that Nanjappa has promised to go through the accounts. Hope negotiations with the Palace about sale of Kumara Park will succeed.

Remember me to Achutha Rao, if you see him.

Trusting this will find you quite well.

Yours sincly.,
C. V. Kumaraswamy Sastry.

P. S. A. D. says he has written to you.

EXHIBIT J.

Dear Sirs,

I am in receipt of your letter of the 24th instant. I am afraid there is a good deal more to be done as matters have got more complicated but meanwhile I would like to have a note of your charges.

We may have to send out another letter and one or two more notices very soon. I am going through the accounts and when done with them shall run up to Madras to consult you and decide upon a course of action.

Yours truly,
(Initialled) K. S. D.

P. S. When writing, please add my official designation:

Revenue Commissioner in Mysore and then Kumara Park—Bangalore as some letters have gone astray recently.

EXHIBIT K.

This is the last Will and Testament of me K. S. D.

Revenue Commissioner, residing at Kumara Park, Bangalore.

(I am divided in status from my brothers and their issues and have free hand to dispose of my property by Will).* I give to my wife all the movable and immovable properties of every sort and description which I might die possessed of. My said wife shall enjoy the same absolutely with full powers of alienation either by transfer inter vivos or Will.

I hereby give to my wife full power to adopt a son if she should desire to do so giving her full discretion in the matter.† In case she chooses to adopt she is hereby empowered to give the adopted son such share or portion of the properties as she thinks proper and to enter into such arrangements with the adopted son as may be necessary to protect her interests.

I appoint my wife sole executrix of this my Will.

Executed by the said testator in our presence and in the presence of each other.

1.
2.
3.

EXHIBIT K1.

I am divided in status from my brothers and their issues and have free hand to dispose of my property by Will.

EXHIBIT K2.

As I have become divided in status from my brothers and their issues.

EXHIBIT L1.

February 1917 Saturday 10.

Saw Mr. Kumarasami, called on Mr. Brightwell, Solicitor at the High Court and drafted notice to brothers about partition. Brightwell and Morseby, Solicitors, High Court Buildings, Madras. Telegrams "Clamor" Madras.

EXHIBIT L2.

August 1917.

Friday 3—Asvalayana Sravani:

Leave for Madras by Mail. Raju also leaving.

Saturday 4—Morning. Madras. Went to Kumaraswami. Evening. K. came to the club. Banerjee called at K. P. at 9 A.M.

Sunday 5.—Went to C. V. K. at 2 P.M. A. D. arrived there with Seshadri Iyengar and his volumes of Sathya Chettiar's work. My horoscope corrected according to Nambiar Almanack received.

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*K. I.

† Portion struck out, marked K 2.

A. D. said that Mahadevan wished I could be induced to take Lakshmi to Bangalore as she was ill. I went to see her. Did not look very ill. Mahadev not at home. Returned with A. D. He said Mahadevan could bring her there on a Saturday and Sunday.

Monday 6.—Leave for Bangalore by Mail. To Central Station with Raju. Mahadev at Station.

EXHIBIT M.

Volume XLIII. The Indian Law Reports, Calcutta Series, December 1916, page 1031. Privy Council.

P. C. 1916, May 19.

Girja Bai vs. Sadasiv Dhundi Raj.

(On appeal from the Court of the Judicial Commissioner, Central Province).

Hindu Law—joint family—Mitakshara law—Allegation of separation by one member of joint family—Expression of intention to hold share separately followed by suit for partition—Unequivocal and clearly expressed intention—"Separation" as distinct from "division of shares of property."

In this case their Lordships of the Judicial Committee held on the facts, that the conduct of the plaintiff, a member of a joint Hindu family governed by the Mitakshara law, in indicating by a notice in a registered letter his intention to separate himself and enjoy his share in severalty, coupled with a suit for partition was as "unequivocal" and "clearly expressed" an intention as could be made, and that it amounted to a separation with all its legal consequences.

The rule of law applicable to cases of separation from the joint undivided family laid down n Suraj Narain V Iqbal Narain, (i) followed.

Nowhere in the Mitakshara is it stated that agreement between all the coparceners is essential to the disruption of the joint status or that the severance of rights can only be brought about by the actual division and distribution of the property held jointly. On the other hand, numerous authorities on the subject leave no room for doubt that "separation" which means the severance of the status of jointness is a matter of individual volition. Separation from the joint family involving the severance of the joint status so far as the separating member is concerned, with all the legal consequences resulting therefrom, is quite distinct from the de facto division into specific shares of the property held until then jointly. One is a matter of individual decision, the desire on the part of any one member to sever himself from the joint family and to enjoy the hitherto undefined or unspecified shares separately from the others without being subject to the obligations which arise from the joint status; whilst the other is the natural resultant from his decision, the division and separation of his share which may be arrived at either by private agreement among the parties, or on failure of that by the intervention of the Court. Once the decision has been unequivocally expressed and clearly intimated to his co-sharers, his right to obtain and possess the share to which he admittedly has a title is unimpeachable; neither the co-sharers can question it, nor can the Court examine his conscience to find out whether his reasons for separation were well founded or sufficient: the Court has simply to give effect to his right to have his share allocated separately from the others. Madho Parshad vs. Mehroan Singh (1) Deo Bunsee Koer vs. Dwarkanath (2) Appovier vs. Rama Subba Iyer (3) Jog Narain Giri vs. Giris Chunder Myti (4) and Vato Koer vs. Rowshun Singh (5) referred to.

x x x x

The only question for determination on this appeal was whether the appellant was entitled as the heiress and legal representative of her deceased husband, to his share of the properties in suit, and to a decree for partition. The decision of this question depended on whether before his death, on 17th June 1909, Harihar had ceased to be a member of the joint family with the respondents. If he died joint in estate, as the respondents contended, the suit abated

on his death, and his interest in the joint family property passed to the respondents by survivorship according to the Mitakshara law of the Benarese School by which the parties were governed: but if before his death he had become separate in estate, as was contended by the appellant, she inherited his share and would be entitled to continue the suit.

* * *

The joint property consisted (inter alia) of lands, houses and shops, and business carried on at various places.

During the life-time of Atmaram, the whole estate was under his management and control, and at each place where business was carried on, it was managed by one of the members of the joint family.

* * *

On 14th February 1902 Harihar and Jogeshwar gave notice to Dhundiraj that on account of the strained relations existing between them they were desirous of having the estate partitioned and of holding their shares separately, and demanded to know whether Dhundiraj and Ramachandra would do this without recourse being had to a suit.

On 17th June 1909 Harihar died, leaving his widow, the appellant, as his sole heiress: and on 6th July she applied for substitution of her name as plaintiff in the suit in place of her deceased husband. The defendants opposed the application on the ground that Harihar's rights in the joint family properties had passed to them by survivorship; that is, widow had no right therein, and consequently, was not entitled to maintain the suit which should be dismissed as having abated.

The appellant thereupon filed a written statement that Harihar had unequivocally told the defendants of his intention to separate from them in estate, and had separated from them in mess and residence; that a registered notice demanding partition had been sent, and the suit was then filed; that Harihar's one-third share was admitted, and that a preliminary decree would have been passed on the admission of the parties had not delay been caused in various ways by the defendants. It was contended that there had been a separation in estate in fact and in law and that the appellant was entitled to succeed to the right of her deceased husband.

* * *

The District Judge found on the facts that what had taken place between Harihar and other members of the family amounted to a separation in residence, messing and estate between him and them; and that under the circumstances of the case and on the authority of various reported decisions which were referred to Harihar had prior to his death ceased to be a member of the joint and undivided family; and his widow was entitled to succeed as heiress to his one-third share and had the right to maintain the suit.

* * *

The Court (Judicial Commissioner) held, contrary to various reported decisions referred to, that by the Mitakshara law a separation of title and interest amongst members of a joint Hindu family could only be effected by a decree of Court, or by an agreement come to by all the members to separate, and that a declaration by one member of his intention and determination to be separate did not disrupt the family estate or destroy the right of survivorship.

* * *

JUDGMENT.

In the case of Suraj Narain vs. Iqbal Narain [1], the rule of law applicable to cases of separation from the joint undivided family was laid down by their Lordships in the following terms:—

"What may amount to separation or what conduct on the part of some of the members may lead to disruption of the joint undivided family, and convert a joint tenancy into a tenancy in common, must depend on the facts of each case. A definite and unambiguous indication by one member of intention to separate himself and to enjoy his share in severalty, may amount to separation But to have that effect the intention must be unequivocal and clearly expressed".. * * * In fact later writers leave no room for doubt that "separation" which

means the severance of the state of jointness is a matter of individual volition. For example, Nilakantha the author of the Vyavahara Mayakha [Ch. IV, sec. III, Mandlik's translation, page 38], expressly lays down that even when there is a total absence of common property a partition is effected by the mere declaration 'I am separate from thee', for, partition is a particular condition of the mind, and the declaration is indicative of the same". The Sarasvati Vilas gives expression to the same view. After quoting definition of various earlier writers, it says : "from this it is known that without any formality partition can be effected by mere intention".

* * *

Their Lordships do not think it necessary to examine further the law as laid down in the texts. They propose to refer shortly to the cases which establish clearly that separation from the joint family involving the severance of the joint status so far as the separating member is concerned, with all the legal consequences resulting therefrom, is quite distinct from the de facto division into specific shares of the property held until then jointly. One is a matter of individual decision, the desire on the part of any one member to sever himself from the joint family and to enjoy his hitherto undefined or unspecified share separately from the others without being subject to the obligations which arise from the joint status ; whilst the other is the natural resultant from his decision, the division and separation of his share which may be arrived at either by private agreement among the parties, or on failure of that by the intervention of the Court. Once the decision has been unequivocally expressed and clearly intimated to his co-sharers, his right to obtain and possess the share to which he admittedly has a title is unimpeachable ; neither the co-sharers can question it nor can the Court examine his conscience to find out whether his reasons for separation were well-founded or sufficient ; the Court has simply to give effect to his right to have his share allocated separate y from the others.

* * *

Lord Westbury, delivering the judgment of the Board, in Appovier vs. Rama Subba Aiyar [i] pointed out that the argument advanced before Their Lordships proceeded upon error in confounding the division of title, with the division of the subject to which the title is applied. Then, after stating the true notion of an undivided family under Hindu Law, he proceeds thus : "But when the members of an undivided family agree among themselves, with regerd to particular property that it shall thenceforth be the subject of ownership in certain defined shares, then the character of undivided property and joint enjoyment is taken away from the subject matter so agreed to be dealt with ; and in the estate each member has thenceforth a definite and certain share, which he may claim the right to receive and to enjoy in severalty, although the property itself has not been actually severed and divided". As early as 1867, shortly after the judgment of the Judicial Committee in Appovier's case [1], Mr. Justice Kemp, one of the most eminent judges of the Calcutta High Court, sitting with Mr. Justice Glover, in Vata Koer vs. Rowshun Singh [2], a case governed by the law of the Mitakshara expressed himself thus on this question of separation.

"Taking then the admitted facts of the case before us, we find that Sohun did publicly and unequivocally by petition presented in Court, declare his intention to become from the date divided in estate. Such an intention amounts to a valid separation, though not immediately perfected by an actual partition of the estate by metes and bounds. The acts and declarations of Shoun Singh, showing an unmistakable intention to hold and enjoy his own estate separately and to renounce all right upon the share of his co-parceners, constitute, in our judgment, a complete severance or partition." With that view of law Their Lordships entirely concur. In the present case Harihar, the husband of the appellant, unequivocally and unmistakably manifested his intention to separate himself from the defendants, and to hold, possess and enjoy his unquestioned interest separately from them. In Their Lordships' judgment, this was sufficient under the Hindu Law, to constitute a separation and to divide him in estate from his co-parceners. Their Lordships are accordingly of opinion that the decrees of the

Judicial Commissioners should be reversed and those of the District Judge should be restored. The respondents must pay the costs of this appeal and of the appeals in the Judicial Commissioner's Court. And their Lordships will humbly advise His Majesty accordingly.

EXHIBIT R.

Kumara Park,
Bangalore,
8th March 1917.

My dear Anna,

Have you seen Sir Subramanya Iyer about our private accounts and partition. The enclosed papers will show where we stand at present. Are you in the same house or have you changed to another? How is Madras? Is it warming up? It is still cool here and the morning and night somewhat cold. In regard to the accounts it is best to lay down a basis of equal division to begin with. We can arrive at the concessions for marriages and Upanayanams later on as concessions pure and simple. You know that I am prepared to make every reasonable concession. The Solicitors' communications have been of use in showing that I want something definite to be done at once. Nanjappa and Ramaswami spoke to me about the matter and I gave them to understand that all that I had to say was the Solicitor's communications. The time is ripe now to put matters through and I shall be very much obliged by your kindly getting Sir S's opinion and advice. Trusting you are well and with all good wishes.

Yours sincerely,
Sd. K. Doraswamy Iyer.

EXHIBIT S.

1st July 1912 to 30th April 1917 :

			Rs.	A.	P
1912	Payments by K. S. D.				
Sept. 9	Municipal tax on vacant site at Mysore	...	18	6	5
Octr. 1st	Kumara Park Land Assessment	...	279	10	4
do.	Municipal taxes, Bangalore	...	163	2	5
do.	Contractor B. Hanumanthappa	...	96	5	6
1913.					
April 3.	Municipal taxes, Bangalore	...	157	8	0
do.	Municipal taxes, Mysore	...	18	6	4
May 3.	Kumara Park Land Assessment	...	97	1	6
Nov. 1.	Municipal taxes, Bangalore	...	157	8	0
1914.					
Feb. 14.	Contractor B. Hanumanthappa	...	100	0	0
March 9.	Do.	...	150	0	0
April 4.	Do.	...	100	0	0
do.	Municipal taxes, Bangalore	...	157	8	0
Aug. 3.	Contractor B. Hanumanthappa	...	100	0	0
Sept. 3.	Do.	...	100	0	0
Octr. 12.	Do.	...	100	0	0
Nov.	Coolies for clearing weeds	...	50	0	0
do. 18	Municipal taxes, Bangalore	...	157	8	0
do. 23	Kumara Park Land Assessment	...	99	1	10
1915.					
March 6.	Contractor B. Hanumanthappa	...	100	0	0
April 3.	Bangalore Municipal taxes	...	192	8	0
May 4.	Contractor B. Hanumanthappa	...	100	0	0
June 2.	do.	...	150	0	0
July 7.	do.	...	150	0	0
Aug. 4.	do.	...	150	0	0
Sept. 3.	do.	...	150	0	0
Octr. 7.	Bangalore Municipal taxes	...	192	8	0

		Rs.	A.	P.
	Nov. 13. To Mr. C. Srikanteswara Iyer ...	3,700	0	0
	Dec. 4. Kumara Park Land tax ...	99	9	11
1916.				
	Feb. 2. Contractor B. Hanumanthappa ...	100	0	0
	March 5. Do. ...	100	0	0
	2. Bangalore Municipal taxes ...	192	8	0
	April 4. Contractor B. Hanumanthappa ...	100	0	0
	June 5. Kumara Park Land tax ...	97	1	6
	July 3. Contractor B. Hanumanthappa ...	75	0	0
	Nov. 8. Bangalore City Municipal taxes ...	192	8	0
1917.				
	April 5. Bangalore City Municipal taxes including tax on vacant site in Seshadripur from 1912—13 ...	243	5	9
		8,187	5	6
	Deduct payment made after date of notice ...	243	5	9
		7,943	13	9
		4,243	13	9
	Deduct receipts	7,571	10	8
	Balance to the credit of K. S. D. ...	615	8	10
		+ 372	3	1

Deduct payment made after date of notice.

From September 1901 to 31st December 1916 what have I paid.

I-a. On account of assessment and Municipal taxes and establishment;

b. the income received from mango, grazing lease, etc.

II. Repairs, etc., to K. Park.

From these accounts furnished by Mr. K. S. Ramaswami Iyer, I have classified the items under the head personal for the 4 brothers in the accompanying sheets as far as I was able to make out from the entries themselves.

			92,714	0	11
			15,052	3	1
			77,661	13	10
			42,241	10	8
			3,700	0	0
			38,541	10	8
			42,248	0	0
House rent	300 + 60 =		360	0	0
KK's ¼ K S Rs'	¼ 165 + 165 =		330	+	65
Divd. 35 + 65=	395		200	K.S.V.	
Commn. ...	...	300			
House rent ...	...	300	700	0	0
Divd. ...	...	100			

* Taken by Mr. Srikanteswara Iyer out of D. P. N. to Madras Bank ... 7,571 10 8
... 4,243 13 9
— 3 327 12 11
by K. S. D.

			Rs. a. p.
K. K.	...	... 300	500 0 0
K. S. V.	...	... 200	
			200 0 0

200 out of the commission
100 rent
200 K. V.
} K. K.

EXHIBIT T.

By plaintiff's Advocate and admitted partly by 1st defendant Exhibit T. Initialled G. S., District Judge. 10-6-1925.

1. The remuneration for R. S. managing the Agency business at Bombay to be Rs. 700 p. m.

2. The balance to be distributed equally between the 4 branches minimum of 75 each.

3. The Big Bungalow's rent to be fixed at Rs. 300 and the small bungalow's at Rs. 60. This sum of Rs. 360 to be divided equally between the 4 branches each:—

300	350	90
165	200	75
135		165

4. Take a Rs. 100 for V. I. and K. I. family out of the joint income of divds. or otherwise.

The pencil entries on this page are in the 1st defendant's writing excepting the figures 350 and 200 in the paragraphs 3 and 4. [Sd.] L. A. Govindaraghava Iyer is defendant's Advocate. 10-6-1925.

A suggestion. A more equitable arrangement would seem to be :—To K. S. R. out of Agency Commission 700.

Balance of Commission, to K. S. D.	...	300 0 0
Rent of Kumara Park	... ...	300 0 0
Bangalore Dividends	... ...	100 0 0
	Rupees	700 0 0

Out of Commission	... 200 0 0	300 to K. K.
Out of Kumara Park rent	... 100 0 0	
Out of Kumara Park rent		200 to K. S. V.

* * * *

EXHIBIT U.

On One Rupee Stamp Paper.

This document consists of 5 sheets. First sheet of document No. 1839 of 1918-19, Book I. A. Narasinga Rao S. R. (seal).

This Indenture made the Twenty-first day of November, one thousand nine hundred and eighteen between (1) Kumarapuram Seshadri Ramaswami Iyer, representing himself and his minor nephews Kumarapuram Doraswami Iyer and Kumarapuram Thyagaraja Iyer (2) Kumarapuram Seshadri Iyer (3) Kumarapuram Subramanya Iyer and (4) Kumarapuram Viswanatha Venkatarama Iyer all of Bangalore, Brahmins, Inhabitants (hereinafter referred to as the Vendors) of the one part and the Dewan of Mysore (hereinafter referred to as the Purchaser) of the other part Whereas the said Vendors are seized of the premises hereinafter sold and conveyed as co-parceners of a joint Hindu family and have agreed to sell the same free from encumbrances to the said Purchaser for the sum of

Rupees Four Lakhs. Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the (2nd sheet of documents No. 1839 of 1918–19. Book I. A. Narasinga Rao S.R. (seal) 2), sum of Rupees Four Lakhs to the said Vendors paid by the said Purchaser on or before the execution of their presents, the receipt whereof the said Vendors do and each of them doth hereby acknowledge and from the same doth hereby release the said Purchaser, the said Vendors do and each of them doth hereby grant unto the said Purchaser and his successors in office all that piece and parcel of land with the Bungalow, buildings, out-houses and houses within the garden and the grounds known as "Kumara Park," standing thereon situate lying and being in Seshadripuram, High Ground, Bangalore, containing by admeasurement about 98 acres, more or less, as demarcated in the plan annexed hereto, and bounded as follows that is to say, on or towards the North by Mr. B. L. Rice's Bungalow, on the East by the Golf Road, on the South by the Small Bungalow and ground thereof belonging to the Vendors, and on or towards the West by the Dharmambudhi feeder channel which said hereditaments and premises are in the occupation (3rd sheet of document No. 1839 of 1918–19. Book I. A. Narasinga Rao S. R. [Seal] 3) of the said Vendors, to have and to hold the hereditaments and premises conveyed or expressed so to be unto the said Purchaser and to the use of the Government of His Highness the Maharaja of Mysore, for ever. And the said Vendors do and each of them doth hereby for themselves, himself their and each of their heirs, executors and administrators covenant with the said Purchaser and his successors in office, that notwithstanding any act, deed or thing by the said Vendors, done or executed or knowingly suffered to the contrary they the said Vendors now have good right to convey the hereditaments and premises hereby conveyed or expressed so to be, unto the said Purchaser for the use of the Government of His Highness the Maharaja of Mysore in manner aforesaid and that the said Purchaser, and his successors may at all times hereafter, peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction, [4th sheet of document No. 1839 of 1918–19. Book I. A. Narasinga Rao S. R. [Seal] 4], interruption, claim or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from, under or in trust for them or any of them and that free from all emcumbrances, whatsoever made or suffered by the said Vendors or any person or persons lawfully or equitably claiming as aforesaid. And further that the said Vendors and all persons having or lawfully or equitably claiming estate or interest in the said hereditaments and premises or any of them or any part thereof, from, under or in trust for them, the said Vendors shall and will from time to time and at all times hereafter, at the request of the said Purchaser and his successors in office and at the cost of the Vendors, do and execute or cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto the said Purchaser and his successors in office in manner aforesaid as shall or may [5th sheet of document No. 1839 of 1918–19, Book I. A. Narasinga Rao S. R. [Seal] 5] be reasonably required.

In witness whereof the said Vendors have hereunto set and subscribed their hands and seals the day and year first above written.

K. S. Ramaswami Iyer. K. S. Ramaswami Iyer guardian of minors. K. Doraswami Iyer, K. Thyagaraja Iyer, K. Seshadri Iyer, K. Seshadri Iyer agent of K. Subramanya Iyer and K. V. Venkataramana Iyer under a Power of Attorney, dated 16th November 1918 and authenticated by the Justice of the Peace and Honorary Presidency First Class Magistrate, Bombay [Mr. K. Subramanya Iyer.]

Signed, sealed and delivered by the within named K.S. Ramaswami Iyer, for himself and his minor nephews Kumarapuram Doraswami Iyer and Kumarapuram Thyagaraja Iyer ; K. Seshadri Iyer, K. Subramanya Iyer and K. V. Venkatrama Iyer in the presence of b [1] C. S. Doraswami Iyer, Government Advocate c [2] D. Raghavachar, Advocate d.

Presented in the office of the Sub-Registrar of Bangalore on 21st November 1918 at 2–10 p.m., by K. S. Ramaswami Iyer. Execution admitted by [J] K. S. Ramaswami Iyer, also guardian of minors K. Doraswami Iyer and Thyagaraja Iyer [T1] K. Seshadri Iyer also agent of K. Subramanya Iyer and K. V. Venkatrama Iyer. The executants are well known to the Sub-Registrar. A. Narasinga Rao, Sub-Registrar. 21–11–18. Registered as No. 1839 in Book I, Vol. 351, pp. 320 to 327. Fee paid Rupees Eight hundred and four and annas four only. A. Narasinga Rao, Sub-Registrar, 22–11–18, [Seal] Interlineations, etc., in the original a, b, c, d, blanks do in the copy I. "C" alteration.

"True copy."

A. Narasinga Rao, Sub-Registrar.
Copy applied on 13th November 20.
do. ready on 14th November 20.
do. delivered on (17th November 20).
Fees recovered Rs 5 only.
Search fee 1–8–0
Copying fee 3–8–0 ———

EXHIBIT W.

(Typed set of accounts prepared under Mr. Bhaisankar Nanabhai's directions).

EXHIBIT X.

Adjustment of personal accounts as per C. N's Ideas:—
(Initialled) K. S. R. Iyer, Bangalore. 10–8–16.

K.S.D. to be debited with following items of "K.S.D. Person: in typed sheets:—

		Rs.	A.	P.
1901 October 2.	To two cheques of 4,000 and 7,000,—for discharge of Hosur debts ...	11,000	0	0
„ „ 5.	To amount paid to-day ...	500	0	0
1902 February 10.	To amount credited to K. S. D's current account being balance of sale proceeds of G. P. N. for Rs. 3,05,000, 32,896–5–6 ... Less amount paid back by him to B.A. for being remitted to C. N's credit To Bombay 28,000 0 0 ...	4,896	5	6
1903 May 17.	Rent for Ivy Bank, Ooty ...	300	0	0
„ 20.	For Ooty expenses ...	120	0	0
Aug. 29.	Paid to Meenakshi Ammal ...	150	0	0
	Paid to K. S. D ...	50	0	0
Oct. 30	Do. ...	300	0	0
1905 August 7.	Paid by cheque ...	300	0	0
„ Decem. 3	Paid into K. S. D's current account with Madras Bank ...	25	0	0
1909 August 8.	Paid by cheque ...	5,000	0	0
	2nd sheet. K. S. D. (continued.)			
1910 December 15.	Paid by cheque ...	500	0	0
1911 November 16.	For Bombay and Aurangabad visits ...	1,000	0	0
1911 December 6.	To Madras Stable Coy. 707 1 0 ... Less repairs to old Landaw 182 1 0 ...	525	0	0
		24,666	5	6
	Deduct total credits to "K. S. D. Personal" typed sheets	1,289	1	0
	Net debits ..	23,380	4	6

		Rs. a. p.	Rs. a. p.
Total credits claimed by K. S. D. ...			30,253 0 11
Deduct items covered by payments made to K. S. D. by C. N., and included in "K. S. D. household account" in the typed sheets and "Sahukar Veeranna's" and Mr. Even's "account" ...			474 9 10
Expenses of the month of October 1901	3,166 0 0		
Paid to Commissariat Diary for a cow, to Virabhadra for Provisions, to Forster and Co., and to Hessarghatta Engineer's Bill for laying pipes in December 1901 ...	805 0 0		
Cloth, vessels and Dakshinays for father's ceremonies in Jany., 1902	195 0 0		
Expenses of Sringeri Guru's Visit in April 1907...	1,357 6 6		6,323 6 0
To balance		474 9 10	
		549 5 11	
		23,929 10 5	23,929 10 5
		+ 474 9 10	+ 474 9 10
		24,404 4 3	24,404 4 3
By balance to K. S. D's credit			1,023 14 9

3rd sheet

K. K.

Debit following items of "K.K." "personal" in typed sheets ...	
1902, March 19. Marcks & Co., for seal, chain, compass time-piece and, etc. ...	716 0 0
„ October 19. For payment to Ramji Bhagwan & Brs. for Silver articles ...	397 0 0
1903, February 6. Marcks & Co.'s Bill ...	252 10 0
1905, February 13. For current expenses by cheques ...	110 0 0
„ May 1st do. do. ...	200 0 0
1906, November 10. Retained by K. K. for his personal use, balance of Mr. C. S. Iyengar's loan of Rs. 20,000 ...	10,391 5 8
Returned to K. K. amount advanced by him towards discharge of Mr. S. V. Subbiyer's loan of Rs. 2,000 ...	100 0 0
1907, February 15. Cash to K. K. ...	200 0 0
1908, August 8. Balance of 2,300 borrowed from C. S. D. for Upanayanam expenses ...	1,339 0 0
1908, August 20. Borrowed from C. S. D. by K. K. ...	200 0 0
1908 October 30. For payment of instalment towards his debt to Madras Bank	250 0 0
„ December 20. Paid by Cheque ...	500 0 0

	Rs. a. p.	Rs. a. p.
1909, January 7. Paid at Bombay, through K. S. Ramaswami Iyer ...	500 0 0	
4th Sheet.		
K. K. (continued)		
1909, April 26. To K. K. Cash ...	250 0 0	
„ August 4. Paid for meetings due to Bank, etc.	750 0 0	
„ August 8. Amount of bill paid to Ramji Bhagwan, through K. S. R. ...	752 14 3	
„ September 29. Balance of Ch. for 100 ...	50 0 0	
„ November 1. Paid by cheque	250 0 0	
„ December 20. Paid for Bombay trip by cheque	150 0 0	
1910, January 20. Paid through K. S. R. ...	381 8 1	
„ April 11. Chinnappa for meeting his dues to B. A. & C.	750 0 0	
„ July 1. Paid Cash	2,000 0 0	
1911, January 11. For a pony ...	650 0 0	
„ October 7. Paid to A & N Stores	68 4 0	
„ „ 24. To cash	300 0 0	
1911, November 22. To Badham Pila & Co.	201 4 0	
„ December 6. To Madras Stable Co.....	904 8 0	
„ „ 31. Through K. S. R. for Delhi Durbar Trip expenses and towards the cost of a motor car ..	4,000 0 0	
1912, February 22. Cash ...	60 0 0	
„ March 14. Railway freight paid on his safe ...	42 8 0	
„ „ 29. Paid for Motor Tyres ...	200 0 0	
„ June 6. Paid for a safe through K.S.R.	612 15 0	
5th sheet		
K. K. (continued)		
1912, May 15. Banappa Javalivala ...	181 15 0	
„ June 30. Amounts received by K. K. from Dr. S. V. R. Iyengar from time to time	2,000 0 0	
	29,966 12 0	
Deduct credits in typed sheets ...	100 0 0	
Net Debits. ...	29,866 12 0	
Total credits claimed by K.K. ...		13,979 0 10
By Balance		15,887 11 2
	29,866 12 0	29,866 12 0
To Balance at K.K's debit	15,887 11 2	
Upanayanam account 3,454-12-0—3,000-0-0 say ...	454 12 0	
Marriage account 13,036-8-5—6,000-0-0 say	7,036 8 5	
Final debit to K.K.	23,378 15 7	

6th sheet

K. S. V.

Debit following items of "K. S. V. Personal Account" in typed sheets:—

	Rs.	a.	p.	Rs.	a.	p.
1903, May 27. Paid this day	50	0	0			
1905, July 5. Paid through K. S. D.	1,000	0	0			
„ August 8. Paid by Bangalore Bank D/W	227	7	0			
1911, October 16. Paid through K. S. R.	500	0	0			
„ „ 26. Paid by cheque	1,000	0	0			
„ November 22. Paid through K. S. R.	500	0	0			
„ December 8. „ „ ...	250	0	0			
1912, January 9. „ „ ...	200	0	0			
1912, February 11. Paid by cheque ...	500	0	0			
„ May 17. Paid through K. S. R.	1,000	0	0			
Total Debit to K. S. V. ...	5,227	7	0			
Upanayanams account 2500—2000 say	500	0	0			
1912, June 30. Final Debit to K. S. V. ...	5,727	7	0			

7th sheet.

K. S. R.

1912 June 30. Debit Balance of "K. S. R. Bombay Expenses account" in typed sheets	63,275	11	7			
Credit allowances from September 1904 to June 1912, 7 years and 10 months at Rs. 8,000 per year				62,800	0	0
By Balance				475	11	7
	63,275	11	7	63,275	11	7
To Balance at K. S. R's debit ...	475	11	7			

8th sheet

P. A.

1906, February. Rajammal's marriage account	6,489	4	2			
1910 Bungalow account 1906—1910	9,525	14	3			
1912 General expenses Do.	12,814	7	9			
Total Debits	28,829	10	2			
Total credits as per typed sheets				22,785	11	4
By Balance ...				6,043	14	10
	28,829	10	2	28,829	10	2
1912 June 30. To Balance at P.A's debit	6,043	14	10			

EXHIBIT Y.

Indian Telegraphs :—

Received at office 11 a.m., at Bombay 4-12-16.

(Ild.) K. S. R. Iyer.

Seen by me at 3-30 p.m. (Ild.) K. S. R. Iyer.

Handed at (Office of Origin) Bangalore. Date 2 Hour, 16 minutes.
Stamp. Bombay 2 Dec. 16 G. T. O. Received here at 16-55.

To

Tamil, Bombay.

Still think Memorandum best deleted as out of place of no legal value and liable to misconstruction think and see no question 800 rupees monthly for yourself and Vissoo's family as hitherto balance of commission going for debts as before along with dividends list of payments to creditors to be prepared three months beforehand and formally approved no moneys to be drawn or appropriated otherwise no borrowing except for mills or present creditors.

Doraswami Iyer.

EXHIBIT Z.

Ordinary—

K. Doraswami Iyer, Esq.,
Kumara Park, High Ground,
Bangalore.

Your telegram second instant received today. Impossible deleting Memorandum which has nothing to do with our private affairs Please consult Companies Act and legal friends. Kindly * * * * *
* * * * * * *
to my * * * * *

Ramaswamy
(Sd.) K. S. Ramaswami Iyer,
Victoria Buildings.
Bombay 4-12-16.

N. B.—* * original here is torn and undecipherable.

EXHIBIT AA.

Received 30-8-17, Bombay. (Ild.) K. S. D. Iyer.

Posts—Telegraphs.

Handed in at (Office of Origin) Bangalore, date 30 hour 13 minutes 25
Stamp Bombay 30 August 17. G. T. O.

To

Tamil, Bombay.

Please refer to wire of second December last about the payments to be made to creditors out of commission and dividends.

Doraswami Iyer.

EXHIBIT BB.

Post—Telegraphs

Handed in at (office of original.) Bombay date 31, hour 17 minute 40
Stamp. Bangalore- 3rd August 17 G. T. O.

To

K. Doraswamier, Esq.,
Kumara Park, High Ground,
Bangalore.

Your yesterday's telegram shall follow instructions of second December last as far as practicable.

Ramaswami.

EXHIBIT CC.

Adjustment of K. S. D's Personal Accounts.

1912 June 30	Dr. Rs.	A.	P.	Cr. Rs.	A.	P.
To Balance of personal accounts per typed sheets ...	24,394	6	3			
To amounts of a G. P. N. standing in his name ...	200	0	0			
By amounts to be removed from his personal accounts as follows :—						
Interest on a G. P. N. for Rs. 200				3	2	9
Repairing charges to old Land are ...				182	1	0
Payment to Forsters ...				300	0	0
To Balance of D. Iyer, Household accounts as per typed sheets	9,222	10	0			
By amounts to be removed thereform as follow :—						
Payment to Mr. A. Rangaswami Iyengar ..				3,000	0	0
" " Oosman Khan ...				172	10	0
To Silver articles for and expenses of Lakshmi's nuptials ...	1,155	0	0			
By balance of general household expenditure met by K. S. D, up to 30th June, 1912 as per his accounts ...				30,253	0	11
Total Rupees	34,972	0	0	33,910	14	8
	33,910	14	8			
Balance at K. S. D's debit on 30-6-1912 ...	1,061	1	7			
To amount due to Tawker's after 14th September 1901 as per their statement of D. Iyer's account ...	1,328	9	2			
To value of diamond bangles ...	11,969	8	6			
" Watch Jadabille	400	0	0			
" Father's ring ...	1,000	0	0			
Total to K. S. D's debit on 30-6-12 ...	15,759	3	3			
Brought to my notice this month [July 1915 by K. S. R. as amount left out by oversight when the accounts were made up. The amount is Rs. 5,000 + interest of 1,000 and odd. The amount was given me on 31st May 1912. Have similar omissions been brought on the other accounts? Look up. Inld. K.S.D,	5,000	0	0			
	20,759	3	3			

7965 Agst. K. 7500 Agst. V. and 1700 Agst. R, not similarly shown agst. them. Why? (Inld) K.SD.

That is the Ledger accounts what is it? (Ild.) K.S.D.

Value of silver articles and what else? [Inld.] K.S.D.

Adjustments

	Rs. A. P.	Rs. A. P.
2nd sheet		
Adjustment of K.K's. personal account.		
1912, June 30. To balance of personal account as per typed sheets	32,203 8 6	
,, K. Iyer Upanayanam a/c ...	3,454 12 0	
,, ,, Marriage a/c ...	13,036 8 5	
By balance of General household expenditure met by K. K. up to 30th June 1912, as per his accounts ...		13,979 0 10
	48,694 12 11	13,979 0 10
	13,979 0 10	
To Balance to K. K's debit on 30-6-1912	34,715 12 1	
To amount due to Tawkers' after 14th September 1901 as per their statement of K. K's accounts ...	4,221 6 0	
To Value of Diamond Addigay ...	6,903 10 0	
To Value of pearl Necklace ...	1,200 0 0	
Total to K. K's debit on 30-6-12 ...	47,040 12 1	

Where is "Ledger" account of 7965 ?

[Initialled] K. S. D.

3rd sheet		
Adjustment of K. S. V's personal Account.		
1912, June 30. To balance of Personal Account, as per typed sheets ...	14,904 15 0	
To balance of do. V. Iyer Upanayanam Account ...	2,500 0 0	
To Balance to K. S. V's debit on 30-6-1912	17,404 15 0	
By amount paid by K. S. V. to Tawker and Sons for jewels bought before 14th Sept. 1901 ...		812 10 10
To one pair diamond Olais ...	3,000 0 0	
Total Rs. ...	20,404 15 0	812 10 0
	812 10 0	
Total to K. S. V's debit on 30-6-12 ...	19,599 4 2	

Ledger Account of 7500 ?

4th sheet		
Adjustment of K. S. R's Personal Account.		
1912, June 30. To balance of K. S. R. Bombay Expenses account as per typed sheets ...	63,275 11 7	
To expenses of nuptials in 1902 ...	500 0 0	
By allowance from September 1904 to June 1912, 7 years and 10 months at Rs. 8,000 per year ...		62,800 0 0
Total Rupees ...	63,775 11 7	62,800 0 0
Total Rupees ...	62,800 0 0	

	Rs.	A.	P.	Rs.	A.	P.
To balance at K. S. R's debit on 30-6-1912	975	11	7			
To one pair diamond Chandramuragus ...	1,186	11	6			
Total to K. S. R's debit on 30-6-1918 ...	2,162	7	1			

Ledger Account of 1700 ?

5th sheet

Adjustment of Personal Accounts.

Assets for Division.

		Rs.	A.	P.				
Due by	K. S. D. ...	15,759	3	3	say	16,000	0	0
„	K. K. ...	47,040	12	1	„	47,000	0	0
„	K. S. V. ...	19,592	4	2	„	19,000	0	0
„	K. S. R. ...	2,162	7	1	„	2,000	0	0
					Total Rupees	84,000	0	0
540 Mill shares at Rs. 1,000 each ...						5,40,000	0	0
					Total Rupees	6,24,000	0	0

Divided in four parts ...	1,56,000	0	0
Shares to be divided thus:—			
140-13+127 K. S. D. 156—16 ...	140—13		
109-13+ 96 K. K. 156—47 ...	109—13		
133-13+120 K. S. V. 156—19 ...	137—17		
158-13+145 K. S. R. 156—2 ...	154— 9		
Total number of shares ...	540	0	0

N.B.—The figures in bold type are in pencil in the original.

6th sheet

Peri Ammani's Personal Account.

	Rs.	A.	P.	Rs.	A.	P.
By balance of A. L. Personal account, as per typed sheets ...				9,971	3	7
To balance of A. L. Bungalow account ...	9,525	11	3			
To balance of A. L. marriages account ...	12,267	9	7			
Total Rupees ...	21,793	7	10	9,971	3	7
	9,971	3	7			
To balance to A. L's debit on 30-6-12 ...	11,822	4	3			
To amount due to Tawkers' for articles purchased for Subbalakshmi and Rajammal ...	5,356	6	5			
Total to A. L's debit on 30-6-12 ...	17,178	10	8			

The black ink entries in pages 1 to 6 are admitted to be in the first defendant's writing.

(Sd.) L. A. Govindaraghava Aiyer,
Advocate for 1st defendant.
10-6-1925

EXHIBIT DD.

C. N's accounts from 1st January to 17th July 1917.

	Rs. A. P.	Rs. A. P.
1917, January 1. By Balance at credit as per statement of account for 1912–16		26 9 6
To amounts wrongly credited in above statement of account, now revised and debited as under		Why and for Whom?
1915, February 9. S. Velu Mudaliar ...	5,000 0 0	?
„ April 12. Sattar and Co. ...	300 0 0	?
„ „ Sivari's returned ...	500 0 0	?
„ „ 17. C. S. D's ...	2,050 0 0	?
„ „ 27. A. Sattar's ...	1,500 0 0	?
1916, June 3. C. S. D's ...	1,025 0 0	?
	10,375 0 0	
1917 January 11. Te pros of Intr. on G. P. N. for Rs. 200 ...	3 1 0	
„ February 5. By Intr. paid through R. to Varjivandas Chunilal Sakalchand on renewal of his loan of Rs. 10,000 for 6 months, at 6 per cent, Rs. 300+ commission for renewal 50 ...		350 0 0
„ „ 6. By discount paid by R. to Abd. Mills, Ltd., for cashing cheques.		13 8 0
By a diamond ring presented through R. to Mr. Bhaishankar's grand-daughter on the occasion of her wedding ...		320 0 0
„ „ 7. To pros of Intr. on G.P.N. for Rs. 700	11 4 0	
By K. S. D's Rameswaram Trip expenses account ...		838 0 3
By K.K's Rameswaram Trip expenses acct.		191 11 6
1917, February 17. To Bangalore Bank Dividend ...	227 8 0	
„ „ W. C. & S. Mills Dividend	500 0 0	
„ March ? To Mysore Spinning and Manufacturing Coy's Dividend received through R. ...	150 0 0	
„ March 31. By interest paid to Ambalal Sarabhai, through R. on his loan of Rs. 30,000 for 1 year at 9 per cent per annum		2,700 0 0
1917, May 11. By Income-tax paid through R. on D. I. and Co's Agency commission ...		550 0 0
„ June 1. To amount received through R. from Mr. T. K. A. A. on exchanging the old P. N. of Rs. 8,250 for a fresh pro-note of Rs. 9,000 ...	750 0 0	
1917, June 8. By cash to K. K. ...		250 0 0
„ July 12. To pros of int. on G. P. N. for Rs. 200 ...	3 1 0	
„ June 17. By K. K's funeral expenses through R. ...		1,327 5 9
C. O.	12,019 14 0	6,567 3 0

What is this transaction, when and by whom entered. (Inld.) K.S.D.

	Rs.	A.	P.	Rs.	A.	P.
B. F.	12,019	14	0	6,567	3	0
By expenditure on R. D. Est. account through R. ...				1,816	11	9
By Balance ...				3,635	15	3
Total Rs. ...	12,019	14	0	12,019	14	0
To Balance at Debit ...	3,635	15	3			

The black ink entries on pages 1 and 2 are in the 1st defendant's writing

(Sd.) L. A. Govindaraghava Iyer,
Advocate for the 1st defendant.
10-6-1925.

EXHIBIT EE.

From 25th February 1919.

T. R. Tawker and Sons,
Diamond Merchants and Manufacturing Jewellers, Madras.

To

C. Srikanteswara Iyer, Esq.,
Former Inspector-General of Police,
Bangalore.

Dear Sir,

We beg to thank you for the cheque of Rs. 5,000 sent by Mr. K. S. Ramaswami Iyer, and from the receipt sent herewith you will find that we have adjusted the amount as directed by him.

After crediting the amount, we find that there is still due Rs. 23,382-11-9, as pointed out in the memo below. We were expecting a very substantial payment, and were disappointed at receiving such a small amount. Our financial difficulties were repeatedly explained to you and we request you to make immediate arrangements for the payment of the total amount and if it is not possible at present to pay us, at least a substantial portion thereof.

It is a fact well-known to you that these payments have been pending for several years and that in spite of our own pressing difficulties we have abstained from pressing you constantly for the settlement of the accounts.

Thanking you in anticipation.

Yours faithfully,
Sd. * * not clear.

For T. R. Tawker and Sons.

		Rs.	a.	p.
1.	Your No. 1 a/c	330	11	0
2.	„ 2 „	923	3	6
3.	Mr. K. S. Krishna Iyer's a/c	6,627	15	3
4.	Sir K. Seshadri Iyer's a/c	113	14	7
5.	Mr. K. S. Doraswamy Iyer's a/c	15,386	15	5
	Total Rs.	23,382	11	9

EXHIBIT FF.

4—3—17.

My Dear Nanj,

Please send the accounts from July 1912 to December 1916, that Ramaswami left with you yesterday.

Yours affectionately,
(Ild.) K. S. D.

My Dear Doraswami,

I returned home late in the evening when he was away and did not speak to me about it nor has it now been given to me. I am somewhat

indisposed and am unable to go out in the morning. Shall see you in the evening. Hope you are kindly sending me at least some Rs. 500 as it must be remitted to the strangers whom we cannot put off any longer. I send the gun which had been left with me by Chinnappa.

Yours affectionately,
(Ild.) C. N.

EXHIBIT GG.

Thursday,
2–30 P.M.

My dear brother,

Herewith the accounts for 1917. I am not leaving to-day, but only on Saturday for Bombay.

Yours affectionately,
(Sd.) K.S. Ramaswami.

EXHIBIT HH.

Kolar,
4th July, 1911.

My dear Doraswami,

I have received your letter returning Ramaswami's letters. The accounts have all been ready, and I think I told you Ramaswami has them all as I had asked him to verify the Court and Solicitors' accounts, which were the heaviest payments, in view of our being able to settle them when I went to Bombay on leave. I wrote to him the other day, asking him how far he had progressed. He has been busy since he left. We shall know when he comes to Bangalore for Thangammal's marriage.

Yours affectionately,
(Ild.) C. N.

EXHIBIT JJ.

Kumara Park,
Bangalore,
9th August 1911.

My dear Nanj,

I had asked Ramaswami to tell you how it would be more useful all round if you went to Bombay after the Dasara when the accounts would have been got into some shape. Mr. Bhaishankar, I learnt, was already in negotiation for a new loan at a reduced rate of interest. Your trip could without inconvenience to our affairs be put off to November or December. I am going to Bombay about then. You or I there now could facilitate business in no way and might perhaps hamper it.

In re : the smaller loan of Aurangabad : it is best to renew it with the same people, as it is very necessary to have a few local men interested in the welfare of our Mills. I would even give them the same interest as now should they not agree to a lower rate.

I hope Visoo and Ramaswami will sit at the accounts diligently and get them into shape by November. Tawker's and Narayanaswamy's figures would have to be completely overhauled as also the various shop bills in regard to some of which at least I have a notion that there have been overpayments several times over. It would be a laborious process to go over the accounts of some 15 years ; but I am afraid we are in for it : for unless we begin from some 5 years before father's death we shall not be able to straighten out the tangled web that has been weaving over our affairs all these years. I am most anxious to get at correct figures and affect a partition by the end of December.

By the way, there would appear to be missing a pearl necklace. It is either the one of the time of Lakshmi's marriage or the one that was in the house before then. I thought it was with Ramaswami and was surprised to learn that it has not been with him and that it was not in the small bungalow either. May I know if you happen to know anything about it ?

Did you hear from Subrayar about the house that you had asked him to build for me in Mysore ? The house is an urgent necessity in many ways.

Urgent repairs are needed for Kumara Park—main building and out-houses. I have already put them in hand and have paid a few small bills, but the total is likely to mount up to a couple of thousand dibs. And then there is the electric lighting to consider. When every house has it, this house stands conspicuous by its absence. Every one thinks that it is a shame that it should be so, and I have been thinking so too. This is the one big house in all Bangalore that has not yet got its electric light. The num- of lights needed cannot well go under 150. If there is no money in hand, a loan would have to be raised somewhere. A sum of Rs. 8,000 might cover the lights and the repairs. How was the last dividend disposed of ? You have not given me the particulars yet. From whom did we borrow for Thangammal's marriage ? Some Rs. 8,000 would have to be borrowed from the same quarter. With kind regards.

Yours affectionately,
(Ild.) K. S. D.

EXHIBIT KK.

Champion Reefs,
11th August 1911.

My dear Doraswami,

No good reason made out for a trip to Bombay now in (blue pencil).

Your letter. Now that my leave has been granted after my waiting for it nearly two years, I think I had better avail myself of it. Moreover, I am afraid, when they all go to Delhi in November or December, we shall all be expected to stick on here and none of us can get leave. Not both us together. So I would go out now and return by Dasara, when, if you can get leave, it would be so much the better, for between us we shall have put in appearance at Aurangabad for a longer period which would have so much of moral effect. I expect to be going down to Bangalore some day next week, when more about this.

Besides new debentures and, etc., which Mr. Bhaishankar cannot settle it all himself, there is the important subject of renewal of Davar's services and enhanced pay to him again, which will have to be considered next month. He will want Rs. 1,000 and it is very absurd we should waste so much for any longer period. It will require careful management, in consultation with Billimoria, etc., which cannot for obvious reasons be done by correspondence?

Even last time, Sivalal grumbled at our not offering him the extra 1½ lakhs debentures, and this time we are trying 6½ per cent rate with him for the whole 6 lakhs. He is sure to back out if we tried to split it into 4½ to him and 1½ elsewhere, unless we can secure 6½ per cent or less elsewhere as a leverage against him.

We are also trying 2 or 3 other sources at Hyderabad, and Davar has been asked to trot down Aurangabad rate, if he can, but

he has been saying it is impossible. So, all these need immediate settlement. Ramaswami and Visoo ought to be able to get through the account easily.

I do not recollect having seen any pearl necklace in our house. If Lakshmi had one, it must have been with Lakshmi, and it could not have been mislaid. You might write to Mahadevan and ascertain if Lakshmi has taken it with her.

Has the most convenient memory of any I have seen. How delightfully disingenuous but that is nothing new with my dear Nanju [in blue pencil across this para]

Last year's dividends. I had sent you Ramaswami's letter wherein he had given particulars and stated how Mr. Bhaishankar wished to retain the whole of it for reducing part of the ladies' debts and payments of interests, etc., and you returned it to me sometime back with your notes about the new debentures, etc. When I get to Kolar, I shall pick it up and let you know again. Rs. 25,000 was paid to the ladies, and the rest had for payments of interests, etc., that side, excepting some 4,000 reserved for Bombay current expenses till the next audit.

Very rightly too [in blue pencil]

As for electric lighting, and etc., to Kumara Park, I am afraid we shall have to wait, for it is a big affair, for which we cannot raise any loan now.

But other houses did not wait [in blue pencil].

We must try our best to raise a loan at cheaper rate of interest, not exceeding 6 per cent, to consolidate and pay off A. N. and Co's. It is only then we shall have peace.

No thanks, we tried the consolidation once and that simply doubled our debts, [in blue pencil across].

Yours affectionately,
(Ild.) C. N.

P. S. We have had a most terrible overwind accident at Champion Reefs, wherein six have died and 14 more men are very badly injured. All of them have legs broken, and we are afraid they will all die. It is most woeful job, and we are all busy investigating the cause. It is the worst known on the fields.

(Ild.) C. N.

Blue pencil note at the end of P. S.
Nanjappa was here this evening and I had a talk with him. No reply necessary [Inld.] K.S.D

EXHIBIT LL.

Bombay,
18-10-1911.

My dear brother,

Received your letter. I have showed it to Ramaswami. Your last long telegram came here at noon on Saturday. Nanjappa saw it at the Railway Station just when he was starting for Bangalore.

Accounts were progressing very well, but were prevented from coming to shape and conclusion by Nanjappa's and Ramaswami's Aurangabad and Hyderabad trips. Now this is all over, Ramaswami will finish copying them out as soon as practicable.

I leave this to-night for Madras to return here in a week.

Yours affectionately,
(Sd.) Viswanath.

EXHIBIT LL1.

Bombay,
3-1-1912.

My dear brother,

Ramaswami returned from Calcutta on the 29th ultimo. He says the accounts are not final and they have to be checked with company's and other books. So he wants you to return them immediately so that he can sit at them and finish as quick as practicable.

Purports to answer my letter but does not. Inld.) K.S.D.
I understand from Nanju's

letter and Ramaswami letter that they were final.

Letters do not reach me before I leave Andheri for office, so please address your letters c/o Office, Victoria Buildings, Fort, Bombay. All well.

Yours affectionately,
(Sd.) Viswanath.

EXHIBIT LL2.

Bombay,
4-1-1912.

My dear brother,

Who is responsible for so much sophistry in so short a letter? V. or R.

Your letter of the 2nd instant. As I wrote to you yesterday, Ramaswami says the accounts you have taken to Bangalore are not final and complete. Nanjappa's instructions were, while fair-copying, the figures have to be checked with company's and other books and papers left by Nanjappa. So Ramaswami wants you to return him the books immediately so that he can finish them as soon possible.

Mr. Bhaishankar is not in town. Ramaswami does not know in what state Nanjappa's banking account is and he says he has not got any money to buy a motor car with. All well.

Yours affectionately,
(Sd.) Viswanath.

EXHIBIT MM.

Kumara Park, Bangalore.
4th January, 1912.

My dear Nanjappa,

In re the accounts that you had left with Ramaswami at Bombay to be fair-copied. A cursory glance that I had through the books showed many items unintelligible in the absence of some particulars to explain. The accounts begin with the 1st October 1911 and end with the 31st December 1911, and cannot be understood satisfactorily without the accounts previous to the 1st October 1911. And again the accounts for the year just passed—1911—are also necessary to arrive at a correct estimate of our situation. May I know what balances remain with you and Ramaswami in hand and in Banks and what payments were made out of the last dividends and the recent loan from Raja Bhagwandas.

The back books left on my mind a general impression that with correct and careful management we should have got out of the wood long long ago with something in hand to go on with for the rest of our lives. But instead the situation is an overwhelming debt whose upkeep at Rs. 30,000 a year would seem to have been our special care! We have been earning a small fortune every year to feed, nourish and maintain a fortune in debt!

Yours affectionately,
(Ild.) K. S. D.

EXHIBIT NN.

Camp: Budikote,
9th January, 1912.

My dear Doraswami,

Your letter here to-day in Jamabandi Camp.

Accounts prior to October 1910: You will remember poor father himself overhauled the whole of accounts till April that year for nearly a couple of months while at Ooty, and eventually

settled A. N. & Coy's accounts till then. In the next four months alas, unfortunately all too short a period—we had no accounts he having managed it with Vissu. September accounts were all made up then and there, and all these old account books are in one of the iron safes or the wooden almirahs against the central doorway of the upstair hall. I shall pick them up for you when, next I come to Bangalore.

Accounts for 1911. There is not much, but only a few postings from cheque and pass books. I had asked Ramaswami to send in the latter to Bank and get it brought up to current and then complete the accounts till end of December last, which will be done when he returns for work. I have net yet heard either from him or Chinnappa, though the latter must have returned ere this to duty.

I will write to Ramaswami to push on with the work quickly and get up the whole of the accounts which when completed we shall be in a position to understand.

Last dividends.—I believe I have already told you, you got absolutely nothing out of it. Deducting interest, etc., due on Bombay side debts, the whole of the balance Mr. Bhaishankar insisted upon paying off the ladies. Ramaswami will ascertain and enter the exact figures in 1911 accounts.

Recent loan.— We lost a good slice of nearly 5,000 rupees in Commission and stamps, etc.! For the rest, I sent out blank cheques to Ramaswami with instructions to calculate the exact amounts due on several debts that side—Tata's, Ambalal's and the ladies'—with interest made up to date of payment, and then to issue the cheques to the parties concerned. He was not able to return me the papers and accounts before he left for Delhi, as there was lot of difficulty to close the transactions getting back our references and deeds, etc., duly discharged ; and Billimoria put on such an extraordinary air of an injuria persona for my atrocious sin of asking for the return of our mortgage deed duly discharged !! That is the kind of treatment it has throughout been our lot to get. All these payments will also be entered in 1911 accounts. We shall know the exact figures when Ramaswami returns ; and I am asking him to send me back the papers with current accounts quickly. The rough figures you already know, as you have noted it down.

Ramaswami has no banking accounts, and he does not deal with cash. His monthly remittances I remit by cheques. I do not think we have more than a couple of thousands in the Bank now, for the current Bombay expenses till next June. I shall let you know when the Pass comes, on return to head-quarters.

In considering our present position, besides 536 shares and full commission against 250 shares and half commission we had in 1901, we shall have to take note also of the 2 Decrees we have (though absolutely worthless but for which we have had the misfortune to part with hard cash—40,000 of Chinnappa's and about a half of Company's 3 lakhs dividends. On the whole, it is distressing indeed. God must help us.

Yours affectionately,
(Ild.) C. N.

EXHIBIT OO.

Golf View,
Seshadripuram,
Bangalore, 28th Dec. 1916.

My dear Doraswami,

I hope the stay in Madras has considerably improved you ere this. Pieu was telling me you did not find the house sufficiently comfortable.

I send you enclosed the figures brought to current as far as I can make out. These have to be incorporated in Ramaswami's accounts showing the Bombay figures.

I am asking him to expedite the same.

I am sorry I was unable to send you this earlier—being myself not quite well.

Yours affectionately,
(Ild.) C. N.

Wrote to-day that accounts—for 1913 and 1914 are also necessary, and asked for information about payments to C. S. D., T. S. P. and C. Srinivasa Iyengar. Who is T. S. P. ?

(Ild.) K. S. D.,
30-12-16.

EXHIBIT PP.

Golf View, Seshadripuram,
Bangalore, 1st January 1917.

My dear Doraswami,

I have received your letter of 30th ultimo. I believe I have told you that the accounts till end of 1914 were with Ramaswami and that therefore it was only a few items subsequently which had to be furnished by me. The details of the accounts as then made out stood an overdraft of over Rs. 10,000 to meet which I have had to overdraw on Bank, as well as mortgage to a few friends, etc.

I am sorry T. S. P. was an error for T. P. S. (T. Paramasivan). These payments were merely the return of what short accommodations they had given. Full details of all expenditure will be found in those accounts. I am writing again to Ramaswami to send them all up to you as quickly as possible.

I am anxious to know how you have been doing. Hope the change has done you considerable good.

I have been having fever these 3 or 4 days. It is still very chill.

Yours affectionately,
(Ild.) C. N.

EXHIBIT QQ.

Kumara Park,
Bangalore.

Telegram sent to "Tamil," Bombay, on the 30th August 1917 :—

"Please refer to wire of second December last about the payments to be made to creditors out of commission and dividends.

Doraswami Iyer,
31st August 1917.

My dear Nanjappa,

A telegram as above was sent to Ramaswami and a reply was received from him to-day to say that he will act accordingly as far as practicable. I think it is all quite practicable : Please refer to the telegram of the 2nd December 1916 to "Tamil, Bombay," a copy of which was sent to you by Messrs. Brightwell and Morseby some time ago.

Are you coming tomorrow afternoon to go over the accounts with me ? With two sittings of 2 hours each we ought to be able to arrive at a reasonable solution.

Yes. I am coming (in blue pencil.)

In regard to 2 cheques of yours for Rs. 7,000 and 2,000 will you kindly find out from your Bank Pass books the payee's names ? They were cheques given me in October 1901.

The account books will explain. Let us see it when we meet (Inld.) C.N.

Yours affectionately,
(Sd.) K. Doraswami Iyer.

Blue pencil note:—

"We have no control over the dividends on the shares pledged to Bagawandoss and sons, etc., to whom, according to agreement, the payment has to be made the moment dividend accrues. Let us talk over this subject.

(Ild.) C. N.

EXHIBIT RR.

My dear Doraswami,

The enclosed Solicitors' letter has just this moment been put into my hands along with the Tapal retained here during my absence.

Yours affectionately,
[Initialled] C.N.

3—3—17.

Back of the 1st sheet.

See note overleaf: 3-3-17.

My dear Nanj,

It was sent you under my instructions as will be seen from the letter. I was going to ask you if you had received it. You know you had promised to come yesterday evening. Trust you are quite well after the tour.

N.B.—This has been cancelled by running through with a pen.

Yours affectionately,
(Ild.) K. S. D.

Back of the 2nd sheet.

Returned with a note on it to say that I hoped it was all right that I had expected he would be coming here yesterday evening.

(Ild.) K. S. D.
3-3-17.

EXHIBIT N.

Victory unto the blessed Lord Rama. Many blessings in order that the fulfilment of all his desires, and long life may happen to the long lived Ramaswamy Iyer. The welfare of both (i.e., the writer communicating his welfare and asking the person written to communicate his welfare.)

After you left here for Bombay no news is known regarding the state of your health, as also of the health of the long lived Subbamani and Durayappan. Here the blessed Kamalambal and Alamelu, owing to excessive sickness as before, viz., fever, headache, cough, pain in the nerves and, etc., have not (taken) food. As I worked hard for them [by nursing them] then, I also fell sick of fever, headache, pain in the nerves and, etc., and in consequence there was (for me) a break of consciousness, and for 2 or 3 days when I was undergoing great suffering during those times, my anxiety was that the share due under the 'order' of my husband was not separated and that no arrangement was made for delivery of possession to us (to me) thereof; this itself was the longing desire. The thought that prevailed uppermost in my mind was that in the same way as my husband died, greatly worrying himself over his not having divided the share, his fate having come to an end, before he could complete the division in the family as arranged by him, I might also die at any time without enjoying the share after dividing it according to his 'order'. Being thus possessed of deep anxiety, and half-worried with mental anguish and half with physical sickness, without strength, without taking food, I have been suffering in many ways; hence, within a week of the

receipt of this letter, bring Chi. Mahadeva Iyer and come to Bangalore and in the presence of mediators, separating the share according to the order of your elder brother, arrange for everything fully and impartially (without any bias) thus do I beseech you. I am waiting your arrival.

(Sd.) Meenakshi Ammal,
21-7-1919.

Translated by (Sd.) M. B. Varadaraja Iyengar,
Commissioner.

EXHIBIT O.

Victory unto the Blessed Lord Rama. Many blessings in order that the fulfilment of all his desires and long life, may happen to the long lived Ramaswamy Iyer Avargal. The welfare of both (i.e., the writer communicating his welfare and asking the person written to communicate his welfare).

I heard indirectly that after you went from here to Bombay you had an attack of fever and were ill. I request you to write to me immediately about the details of your recovery and also about the health of Subbamani and Durayappan and others. Here for one week the blessed Kamalambal and Alamelu have had no fever. My health is the same that it was before: without food and feeling weak that is the sickness. I wrote to you before in detail, asking you also that the share due as per 'notice' and 'order' of my husband should be separated and arrangements should be made for the delivery of possession thereof to me, and speaking in several other ways, in that letter, dated 21-7-19. I asked you to come here in a week. In compliance therewith you did not come; neither did you send me any letter whatsoever. Owing to my excessive sickness anxiety is (pressing me) and that itself is my great worry. At least within a week of this receipt of this letter by you, make Chi. Mahadeva Iyer come to Bangalore, come in a week, and in his presence and in the presence of mediators, effect the separation of the share as per 'notice' and 'order' of my husband, and I request you to settle it all fully and impartially (without any bias).

(Sd.) Meenakshi Ammal,
11-8-1919.

Translated by (Ild.) M. B. V., Commissioner.

EXHIBIT P.

Victory unto the blessed Lord Rama. Many blessings in order that the fulfilment of all his desires, and long life, may happen to the long lived Ramaswamy Iyer. The welfare of both (i.e., the writer communicating his welfare and asking the person written to communicate his welfare).

I hear that after you went to Bombay you had an attack of fever. Write to me immediately about the details thereof, and also about the welfare of the long lived Subbamani and Durayappan. Here the blessed Kamalambal and Alamelu had an attack of high fever; with great difficulty an injection was given. I have had an attack of high fever for one week: took no food; have headache, pain in the nerves, pain in the leg, shooting pain in the nerves of the hand, in consequence of these there was no speech and breath, there was a failure of the memory of this world and there was also a break of consciousness. I am having injections for fever. Although my husband had told you in person and many times through letters that the division of the shares should be completed and that you should bring home accounts, you paid no heed thereto, and at the instigation of some one arrived here after he had lost consciousness and balance of judgment and having been present when he died, and conducted his obsequies. My husband on the other hand, under the worry that you had deceived him by not agreeing to complete the division of the shares as per the 'notice' issued by him, became very impatient, and weeping aloud and bursting with grief, departed this life. Like him I am also overpowered by unbearable fever and (other) diseases and I have a lot of sickness, which frequently troubles me,

as it did my husband ; no division has been effected like him, I may also die without seeing the division and separation of the share effected ; with this great anxiety, I resolved that at least when I am in possession of my understanding I should get a division of the share effected in accordance with the 'notice' issued by my husband and also according to his oral 'order' and that I must see it all with my own eyes and so I sent you two letters, dated 21-7-19 and 13-8-19 (in this behalf). Although you clearly know the matters dealt with therein, yet, either through your own understanding or through listening to the advice of (evil) advisers, you not only did not send me up-to-date the accounts relating to the income and expenditure of the Mills of the current year, and did not come here and separate the shares, but did not also send me any replies to the above letters. I request that hereafter at least, taking this to be a notice, you will come here and effect a division and separation of all the shares according to the 'notice' issued by my husband and according also to his oral 'order'. As stated above, although three notices were sent to you, so long as you do not come here immediately and complete (the partition) it will be necessary for the purpose of effecting the division and separation of all the shares as stated above, to institute proceedings by putting forth suitable effort. Hereafter there is no reason for you to be displeased with me. I myself thinking thus, have sought to make it known through this letter.

(Sd.) Meenakshi Ammal.
4-9-1919.

Translated by (Ild.) M. B. V., Commissioner.

EXHIBIT Q.

Containing Exhibit IX & X.

1-9-1920.

Victory unto the Blessed Lord Rama. Many blessings to the long-lived Ramaswamy Iyer. Welfare of both [i. e., the writer communicating his welfare and asking the person written to communicate his welfare.]

1. For the celebration of the marriage of my nephew the long-lived Venkataraman in the year 1915, my husband together with the children and. etc., went to Suraikkayur, after the celebration of the marriage, we came to the house in Kurumangudi ; then in the house, in the presence of many persons, my husband told my father and elder brother as follows :—

" Transgressing my father's" words and acting according to your words, I gave my daughter Lakshmi in marriage to the Coimbatore boy. Taking into consideration the fact that he was very poor and had very little property (or means) also taking largely into consideration the matter of his studies and, etc., and all the matters relating to his family, I helped him to get on in life. It being so, now, without thinking anything about his old condition of affairs and the many acts of kindness I did for him and for which he has to be grateful, he has forgotten them all, by means of his present position of respectability ; he in addition to his not coming to our house, has prevented my daughter from coming to our house. Even when he comes on the occasion of any marriage at the small bungalow and other places he does not come to our house ; he does not ask Lakshmi also to come ; his behaviour is very undignified. Although I have an only daughter and a son-in-law yet they are of no use to me, our life is uncertain. Although, according to my horoscope, I may have no sons born to me, yet, according to your daughter's horoscope the birth of sons to her is a certainty. In Echangudi Ganapathi Agraharam, there are ten families of the brothers of my great grand-father, if, in those families you see a boy who has a 'lucky' [good] horoscope; who is according to astrological scrutiny adopted [for marriage] to one of the two horoscopes that is either to that of the blessed Kamalambal, or that of Alamelu, who is a boy that is possessed of some study and bring him [to me], I shall adopt him, and arrange according to our convenience. Having said so, he [father] said that my elder brother should go to Ganapathi Agraharam to see the boys and after settling come to Bangalore with the horoscopes

within a month, arranging matters thus. He, then taking us with him, came to Bangalore the very next day. All these things are well and equally known to all who as stated above had then come to Kurumanangudi for the marriage, to our relations, to one and all.

2. Afterwards, my mother, sister and others and some others all together advised my elder brother thus :—

"When he had grand-daughters and a grand-son and when his brother Krishna Iyer had sons fit to be taken in adoption it is not right for you to believe what he in an angry mood told you and in opposition to them all, to go in search of boys for being taken in adoption." Whereupon my elder brother stayed away in fear without going (in search of boys) and without informing my husband of it. Then although two letters were sent by my husband through post to my elder brother as he did not give a proper account in reply, my husband was till his death very vexed with my elder brother. For this very reason no letters were sent in regard to any matter (by my husband to my elder brother) and he (my husband) did not at all care for him.

3. Four or five months after my husband sent the letter referred to above to my elder brother, he (my husband) of his own accord took into his head the matter of effecting partition yet as you (his brothers) did not properly consent to it, he then in due course gave you a 'notice' through a Lawyer. To this my husband's brother Krishna Iyer gave a notice in reply raising several unlawful objections ; to which he (my husband) sent a reply giving proper answers in order, and cancelled it. Thereupon at the intervention of some mediators and in an amicable manner all the brothers including you and my husband being present, the partition deed was written and completed according to the terms of my husband's 'notice' itself ; and while all of you (brothers) the mediators and the very many other well-wishers were seated together—just at the time my husband took up the pen to affix his signature to the partition deed aforesaid, then listening to the advice of some enemies, he told you to bring the few accounts that were in Bombay, and said that rolling them also [with others] into one whole and completing the same signatures may be affixed thereto ; so saying he put the pen down and he sent you to Bombay to bring within a week those few remaining accounts. As you did not so come back, he pined away in anxiety and the sickness of fever attacked him, and there was delay in your coming back from Bombay and his sickness began to increase every day from day to day, [in these circumstances] Mr. Sreekanteswara Iyer who was then close by, who behaved like a friend but was [really] an enemy, wrote a letter to you in detail when in Bombay, informing you that his physical sickness has increased, and will go on increasing from day to day and that you may come here after the receipt of a telegram from here asking you to come here, whereupon you did not come from Bombay. Although my husband waited for you as long as possible, yet, as you did not come he was frequently saying "Ramaswamy has indeed practised fraud on me, has indeed practised fraud on me. If Ramaswamy Iyer came and this partition deed came to a proper completion, Nanjappa Iyer will have to account for an excessive amount ; it is for this very reason that this Nanjappa Iyer has contrived that this Ramaswamy Iyer should not come here and that the partition deed already drawn up should not be completed."

4. Then my husband went to Madras and after consulting with M.R.Ry. Kumaraswamy Sastriar, wrote out the Will document completed it and returned. A few days afterwards that is just ten days before my husband's death, he told me Ramaswamy has indeed deceived me. Look at my wisdom, and then what my husband told me was this :—" The properties which, according to the notice issued by me, fall to my share proportionate, you my wife—Meenakshi Ammal should get separated and you may out of your own free will make use of them just as you like, and enjoy them ; also, in case you have no mind to live in the big bungalow, you may purchase a house for rupees 30,000 in any place you like and go on living in it ; you may adopt a boy whom you like ; also you may spend just as you like ; embodying (these and) some other details. I have executed a Will document ; and he also told me that document should be acted upon

according to the procedure in Dewan Krishnamurthi's house. In reply to this I said "to whom am I going to give them [i.e., the properties] only to my daughter, grand-son, and grand-daughters am I going to give them, am I to live after you, getting your share divided. To which he said in reply: "It is known how your daughter and son-in-law are now. It may be seen how they will be then." Overpowered with grief, I went downstairs.

5. Then my husband kept together in the big table the Will document written out as mentioned in para 4 above, the abovementioned partition deed to which the affixing of signatures was stopped as already mentioned before in para 3 above, with all the papers relating to the Mills and all the family collected together, and locked up (the table) and got Mohideen to see if the table was properly locked up by drawing it twice, and got it well drawn and seen by writer Munilalsingh also. As I was then in my monthly period and so remained at a distance, he gave the key on Sunday into the hands of the aforesaid Mohideen himself, who said to me:—" Your husband told me thus: 'Hand over the key to amma: Nanjappa Iyer is close by, any of the boys may take the key, open the table, tear and throw away the documents kept therein, keep the key safe, take good care of the key, keep it very carefully'—saying so, with weeping eyes, with tears falling from the eyes, the key was given by him;"—saying thus, he gave the key to me and stood weeping. Then with great affliction I took the key.

6. It being so, after I bathed (after my monthly period) as Dr. Krishnaswami, in the morning, before I returned (from the bath) had pricked my husband with an injection for fever, he (my husband) lost his consciousness. Nanjappa Iyer Avarghal who was then there sent an urgent telegram to you to Bombay to say that my husband would not hereafter survive and that you had better come at once. Then you telegraphed to Madras to Mahadeva Iyer as well and thereafter you came here on Wednesday from Bombay, Lakshmi and also Mahadeva Iyer came here on Friday from Madras.

7. While matters stood thus, after Nanjappa Iyer sent the telegram to you to Bombay, I told him that my husband's sickness was increasing and that a telegram should be sent to Lakshmi asking her to come. In regard to this Nanjappa Iyer Avarghal said—"Lakshmi's father-in-law's annual ceremony falls on Thursday, she may not come". Upon this I asked him at least to send a wire to my father's house. In regard to this Nanjappa Iyer Averghal said: " There is no danger to your husband's life, there is great prosperity in future for him; he drank milk just now; fever has subsided (lost its hold) do not feel disheartened." So saying he convinced me. Believing what he told me, I sent no news of my husband's sickness even to my father's house, so none came till my husband died. I was alone in great grief close to the dead body. Then after an urgent wire was sent some came on the next day after cremation. (lit on the day the bones of the dead are washed and collected.)

My elder brother and others who came from their native place—said " The request which my husband made to the effect my elder brother should bring a boy for being taken in adoption, as stated in para 1 above—he (my brother) did not comply with, owing to the evil advice of some persons, he became hostile to the wishes of my husband; now that my husband had died, according at least to the wishes of the persons mentioned in para 2, either taking the (deceased's) brother's son in adoption, let the funeral ceremonies be performed, or through the boy born out of the womb of the daughter (of the deceased) let the funeral ceremonies be properly performed; it is neither in accordance with reason nor in accordance with the sastras that I should perform the funeral ceremonies." When my elder brother told you so, you said that Mahadeva Iyer had not agreed to any of the courses proposed, and that Mahadeva Iyer, however, had said in regard to this—"It is but proper that his (i.e., the deceased's) wife should perform the ceremonies, let them be so performed". My elder brother felt greatly vexed at my having performed those funeral ceremonies.

9. On Sunday, that is, on the second day [of the death] as stated above,

at about 3 o'clock when we were all bursting with grief and weeping aloud, at the instigation of Nanjappa Iyer, both you and Mahadeva Iyer remaining up-stairs, aimed at getting the key from me through my daughter Lakshmi, and so sent her to me and asked me for it. "The key of the Iron bureau is wanted; my junior paternal uncle asks for it urgently for taking out some of the documents which concern the Mills, give the Key"—so she asked me. When those who were with me got angry, whereupon she went away. The next day afternoon while she getting angry was insisting on my giving it by saying—'you must certainly give it, give it,' then my elder brother who was close by came and spoke "what is the emergency about it ? She [i.e., I myself] has also to go with you and be with you and open and see and take them all, let these twelve days be over." When these pacificatory words were not heeded by her he spoke to her plainly and pointedly. In opposition to this she then said—"people will begin to pour in hereafter very frequently to offer condolences; my junior uncle paternal has leisure only now, give the key", in consequence of her insistance, my mother, my younger sister and maternal uncle's son Venkatarama Iyer, all together said "excepting them [Ramaswami Iyer and, etc.,] who else are these for us—when they being here send word [to us for the key] how is it possible for us to say we do not give it to our daughter? Also, uptil now the daughter and son-in-law, and all else were hostile; hereafter at least all should be amicable". So saying they spoke to my elder brother harshly thus :—" Why do you instigate quarrels ?" and they all got very severely angry with him. Instantly my elder brother having got angry said—"what I say now would seem to be wrong, would indeed look like an affliction, later on this matter will become clear to you; you do not know it now; act just as you like" [so saying] he got up and went away.

10. Then owing to the insistence of my daughter Lakshmi and owing also to the compelling force of the advice of my mother and others, and because also I brought you up as my own son, I believe that you would not deceive me in any matter, I sent my daughter Lakshmi to you, giving her the bunch of keys at about 4 o'clock on Monday during the day time. She gave that bunch of keys only to you even while Mahadeva Iyer was present. Both of you opened my husband's table which was kept up-stairs and took out the documents, from which my daughter Lakshmi brought out and gave me the Will document which had been written and kept by my husband, giving me full and independent powers, and she with great vexation—wept loudly with deep lamentations as follows :—"Thus indeed has my father deceived me, when I, his daughter was alive and had children, without remembering me in the least he has given you full and independent powers such as those of buying and selling, and, etc.,—over all the properties of his share including the shares in the Mills—for all the movables and immovables; he has also written that you may buy a house for Rs. 30,000 wherever you like. You may adopt any boy whomsoever you like and you are to have all the rights and, etc., and he has deceived us."

11. Then I sent her away pacified by saying:—"Till now, owing to some misunderstanding, there was no coming and going on your part and so my husband wrote [the Mill] in my name [favour] what if he wrote it in my name ? To whom other than you and your children am I going to give (the properties) ? Don't you worry over it? Your father has (so) written for fear [i.e., to bring you round] keep this Will document in the box, lock it, bring the key and give it to me." This matter is clearly known to many of those who were with me then.

12. Then as directed by me my daughter did not give the key to me. On the night of the next day Mahadeva Iyer went away to Madras. At that time, Sami of the small bungalow came to me and told me:—"my senior paternal uncle's wife," what is there (wanting !) to you? He has written many things in several ways thus:—"you have got (full and) independent powers; you can spend as you like just as it suits you, you can give away [the properties] to whomsoever you like; you may adopt any boy just as you like. What if the senior uncle died ? We have not taken away anything. Your share will surely come to you."

13. Then for ten days, keeping your bed and other things up-stairs, and acting in secrecy (i.e., fraudulently) you took away all the records including

among others, the Will document brought into existence by my husband and which was kept in the table as stated in para 5 above, the partition deed which has been mentioned in para 3 above and to which the affixing of signature was stopped, the title deeds, loan bonds, and etc., belonging to the family, and the papers relating to the Mills, and etc. It was only two days after Mahadeva Iyer came from Madras that my daughter Lakshmi brought and gave the keys to me. Then I thought that she should have kept all the things in proper order. Even afterwards owing to my great mental affliction and owing also to several troubles at home at that time I did not at all see those documents, and etc. When my daughter Lakshmi came here for the annual ceremony of my husband she fell sick and died. Struck with great grief and affliction, because she also died, I kept quiet without seeing them (i.e., the papers) at all.

14. Taking the son-in-law Mahadeva Iyer to your side, you causing disgrace to me, took back the two motor cars whose estimated value was Rupees 15,000 and which two motor cars were purchased out of my husband's salary and which, after his death, I sold for meeting his daily Shradhas.

15. It now appears that you have sold absolutely for consideration (money) the big bungalow in which we lived during my husband's life-time and even after his death and which was our ancestral and our own [property]. I think you do not consider that the share of my husband in the bungalow aforesaid and also in the garden, and etc., has to go to me.

16. While I was thinking of getting the sale amounts of the two motor cars as stated in para 14 above along with the amounts which fall to my share, together with interest added thereto,—at the time, when in respect of the sale price of the bungalow and etc., as stated in para 15 above, my portion is divided and my share is separated [from the rest]. You have uptil now kept quiet without minding it.

17. In the year 1919, to this house Rama Villa, when my husband's brother's wife Salakshmiammal—together with with her third son Durayappan came to me on the death of my mother for showing me favour by offering condolences, she, when all were seated together chit chatting, said—"what is there wanting to you ? My husband's brother is said to have written out a Will in your favour [name] directing that a house may be purchased for rupees 30,000 and that you may spend as you like. Is it not so ! What is there you are in need of ?"

18. Then as my share was not separated, I opened and saw the table, and etc., only in the month of Vaiyyasi [May-June] of last year ; when I examined the aforementioned table, box, and etc., as there were none of the documents, I sent word to you and Mahadeva Iyer and wrote to you letters and notices through registered post, in several ways, thinking that my share at least may be properly determined and that other matters may be looked into later on. You did not come up to date and did not pay any attention to it ; and therefore I asked my elder brother to go and bringing you. You sent him back with a reply in many ways saying "she would speak to me about the old matters, though I came nothing could be finally settled ; I have no time now to come." You did not even come here afterwards. When I asked Mahadeva Iyer who had come here last July he said he asked you about partitioning. You are said to have told him "you are speaking about the old matters : all right, let me see ; I shall go to Bombay and come back in a month or in two months : let me see". Having told me this he left for Madras.

19. All this, when my husband trusted you in respect of all properties and of all other matters ; and when in regard to the affairs of the Mills he settled his agent's power and agent's salary gave (them both) to you, you did not fully and correctly complete and give the accounts of the Mills, and etc., and you did not fully safeguard the monies when you were aimlessly wandering and theft had occurred, you caused him mental distress. With the intention that if the shares are separated, care and anxiety will be born in you and the debts would be discharged, my husband asked you to effect a division of the shares. You did not agree to it, whereupon he gave you a notice. Although on the advice of mediators, the deed of partition was subsequently brought into existence, yet, owing to

the unfavourable turn of the times for the sake of a few accounts, he sent you to Bombay to bring them on the evil advice of others ; you did not come by reason of Nanjappa Iyer's letter. Then thinking that with the evil intention of deceiving him you did not come, he following the document—effecting partition according to the (notice) issued by him, wrote out the Will document giving full and independent powers to me [in my name]. This [Will] and the unsigned deed which my husband had locked up in the table whose key he had sent me as mentioned in para 13 above and all the documents mentioned para 5, you took away as stated above, by causing my daughter Lakshmi to bring the key and by taking the key [from her.] Though such was the state of things, with a view that my share at least may be ascertained properly as abovementioned, I sent word to you on many occasions, though I drew your attention to it and informed you of it through letter and notices on the three dates, namely 21—7—1919, 13-8-1919 and 1-9-1919 it is not right that you should ignore it all. Hereafter at least taking this to be a notice, come here within two weeks of the receipt of this notice, separate my share following the partition deed properly brought up into existence by him in accordance with my husband's notices, to the amounts arrived at therein, adding interest according to rules upto that date ; to the said deed of partition, and to the balance remaining up-to-date, after deducting the expenditure from the income, add interest at the end of each year, to the total sum up-to-date inclusive of all the aforesaid [sums] pay the equivalent [sum] ; pay the principal and interest on account of the two motor cars ; fully and equally separate the shares as aforesaid in respect of the big bungalow, the Mills, and all the other properties, get documents executed and get them registered : thus do I very much request you.

(Sd.) Meenakshi Ammal,
1—9—1920.

Translated by (Inld.) M. B. V.,
Commissioner.

EXHIBIT V.

May there be good luck (and success). Letter of invitation on the lucky and propitious occasion of marriage.

To

The blessed M. R. R. Panchanadha Iyer Avergal. (We are) doing well, I request you to let me know about your welfare. On the Sunday which is the 2nd day of the bright half (M. I.) and the 3rd day of the month, Vaiyasi (May—June) of the year Rakshasa,—which corresponds to the 16th day, May of the current year 1915, and which is associated with the asterism Mugasirva on that auspicious day, after 10 Naligais and before 15 Naligais, when the Zodiacal sign of cancer has risen above the horizon, elders have decided to give at Chickmagalur my long lived and blessed daughter Alamelu as a bride to the long lived Subramania Iyer who is the grand-son of the blessed M. R. Ry. Ambale Annia Pandithar Avarghal of Mysore and the son of the blessed M. R. Ry. Ambale Subramanya Iyer Avergal, Deputy Commissioner of Mysore. And therefore I pray that on this lucky and auspicious occasion your will with you family and beloved friends and relations go over there four days earlier and guide the management of this lucky and auspicious ceremony, bless the bride and bridegroom and honour me.

Chickmagalur,
5th May 1915.

Yours,
K. Krishna Iyer.

A Naligai—An Indian hour of 24 minutes.

Translated by (Initialled) M. B. V., Commissioner.

EXHIBIT V1.

May there be good luck (and success). Letter of invitation on the auspicious occasion of the ceremony of investiture with the sacred cord :—

To the blessed M.R. R. Panchanadha Iyer Avargal, (we are) doing well. I request you to write to me often and often about (your) welfare. On the Thursday which is the 10th day of the bright half (M.I.) and the 30th day of the month of Masi [February—March] of the year Plavanga—which corresponds to the 12th day of March 1908 and which is associated with the asterism Punarvasm on that auspicious day, after 8-30 a.m., and before 10 a.m., after sun-rise when the Zodiacal sign of Aries has risen above the horizon, elders have decided to celebrate the ceremony of investiture with the sacred cord at Bangalore for my sons the long lived Seshadri and the long lived Subramanyam and therefore I request you to come and stay with us on this occasion at least four days before with your beloved friends and relations and to bless the long-lived ones and infuse joy into my heart.

State Huzur Treasury Officer,
Bangalore, 6–3–1908.

Yours,
K. Krishna Iyer.

Translated by (Ild.) M. B. V., Commissioner.

EXHIBIT I.

Tondiarpett, Madras.
23rd Sept. 1921.

Dear K. S. R.,

Mrs. Doraswami's brother came to me the day before yesterday and said they were prepared to settle matters. I have told Mahadevan also all that took place and he would have written to you. I think you will do well to come down and see if a settlement is not possible as it would be a pity if matters have to go to courts. Finding that they cannot establish their cock and bull story about the Will alleged to have been abstracted they are now in a reasonably mood.

Trusting this will find you quite well.

Yours sincerely,
(Sd.) C.V. Kumaraswami Sastry.

EXHIBIT Ia.

M. R. Ry.
K. S. Ramaswami Iyer Avl.,
Victoria Buildings,
Fort, Bombay.

EXHIBIT II.

Madras, 12th August.

Dear K. S. R.,

Thanks for your kind letter and cheque. You need not have put yourself to any inconvenience about so small a matter at present. Poor Chinnappa —to think that a year has passed away. It makes me sad to think that he did not live to see the white elephant sold and enjoy a few years free from care.

I need not tell you how glad I am to see that the house is sold and the Mills making a good profit. Your unselfish labours will I hope not only see you all out of the wood but with a large surplus.

Doraswami took from me some years ago a thousand rupees to meet some urgent demands. He also took from me a newly purchased cob phaeton for Rs. 850 and sold it to the Stable Co. when he bought a car. If after all the affairs are wound up you can conveniently see to it, you can think of repayment otherwise don't brother.

Trusting this will find you quite well.

Yours sincerely,
(Sd.) C. V. Kumaraswami Sastry.

Rmtd. ch. on Madras Bank, Bangalore No. 2 a/c for Rs. 1,850, with my letter by this date. K.S.R., 8-12-18.

EXHIBIT III.

Cosmopolitan Club,
Mount Road, Madras.
26th Aug.

Dear K. S. R.,

I am in receipt of your kind letter as regards Sreekantan. I shall do my best for him when the Munsiff list comes on next year for consideration. It is too late this year.

I am glad to hear of the success of the Mills and hope you will do better year after year. Both when I was in Bangalore and when K. S. D. was here about a fortnight ago, I did my best to impress upon him the necessity of approaching the Durbar with a view of selling Kumara Park. He left Madras inclined to see the Maharaja and move in the matter. I hope he will stick to it. He seemed to be convinced that it was the only way to salvation.

Trusting this will find you quite well.

Yours sincerely,
(Sd.) C. V. Kumaraswami Sastry.

EXHIBIT IV.

Dear K. S. R.,

Thanks for your letter and cheque for Rs. 1,850 in payment of K.S.D's account. I am very glad to hear that the sale of Kumara Park has been completed for 4 lakhs. I sincerely hope that you will have a very bright and prosperous future.

We are having good rains here and the influenza epidemic is vanishing I hope Bombay is quite free.

Trusting this will find you quite well.

Yours sincerely,
(Sd.) C. V. Kumaraswami Sastry.

EXHIBIT V.

Monday, 11th June 1917:—

M. and Kamalambal, Alamoo and Alamelu and Venkataram left for Kurumungudi by mail for Almeloo's marriage.

EXHIBIT VI.

Wednesday, August 1, 1917:—

M. Kamalambal and Alamelu returned from Kurnargudi.

EXHIBIT VII.

(Initialled) (27) K. S. R. Iyer,
27—11—22.

No. 13, Luz Church Road,
Mylapore, Madras.
16th January 1917.

My dear Nanjappa,

I did not know that you had in view an elaborate pilgrimage to Rameswaram. You know I have certain duties to discharge there which for one reason or another have been frequently put off. I sent you a wire this morning.

We are ready to start at a moment's notice, things packed up. When are you starting? Where shall we join your party? Trichi would be best I think. Please le me know Fort Station or Junction. When do you arrive at Trichi and when do you start from there again? The party from here will be self, wife and three children. Upon hearing from you, I will select my train so as to be able to take the same train with you for the rest of the journey.

I hope I shall be getting your wire to-day and a detailed letter by post.

Yours affectionately,
(Sd.) K. Doraswami Iyer.

EXHIBIT VIII.

Tuesday 7th August 1917:—
Morning arrived Bangalore;

EXHIBIT XIII.

Kumara Park, Bangalore,
11—9— 1917.

Dear Sir,

Your kind letter of the 8th. I am glad to say that there is slight improvement in your brother's condition. He has not, however, yet been able to take sufficient nourishment and naturally he is still very weak. We apprehend nothing serious and hope he will be all right soon.

Doctor Achuta Rao is attending on him and Doctors Arumugam Mudaliar and C. A. Nanjappa have also been paying occasional visits. I shall write to you again in a few days.

Yours truly,
(Sd.) R. Sama Iyengar.

K. S. Ramaswami Iyer, Esq.

EXHIBIT XIV.

Kumara Park, Bangalore,
1—2—1918.

Dear Sir,

Your kind letter of 25th instant. We were not at all negotiating for the sale of the cars.

The "Cash Bazaar" Sait to whom it seems uncle had casually expressed his intention of giving away the big car, came one day simply to see the car. Raja Venugopal Bahadur came down to this place two days back and sent for me. He explained to me the state of accounts, as they have been standing with uncle since very long and offered to take back the cars in full settlement of accounts, personal and company's. He also told that he had proposed to you the same condition when he met you at Madras and that you were disposed to them.

Seeing that you had also given word, we also thought it advisable to give away the cars, and did so on 29th.

Aunt, children and the rest are keeping good health.

I hope you are doing well.

Yours affectionately,
(Sd.) I. Venkatram.

EXHIBIT XV.

"Kumara Park," Bangalore.
19-2-1918.

Dear Sir,

Your three letters. As I had been on a trip to Sivasamudram, Mysore and Kannambadi for the last 10 days and returned only yesterday, I could not write to you earlier.

When uncle was alive, he was telling aunt, of disposing the cars, which you can as well verify by the newspapers, and giving the amount to her for her expenses.

Now, after his death, she has got some expenses to meet with and however much she insisted by requesting you to give something more, you were not pleased to comply. When Raja came here and explained the advisability of giving away the cars and the probable trouble that might come on in the future, she yielded to deliver them after great consideration only on three terms, being, that the cars settle all the accounts both the private and company's, that he should pay something, to meet her minor debts as she was wholly depending on them, and that the present settlement is subjected to any modification that you may propose.

Raja accepted all the terms and was pleased also to help uncle's family as before and he gave Rs. 1,000 not as a loan.

So you need not be under the idea that we have contracted a new loan and that will touch our pocket. We trusted Raja as before and we are sure, when his past services are considered, that he would not go against the interests of uncle's family.

In addition, we learnt from him that you were also open to him in all the family matters and that you expressed the present inability to meet with his accounts.

So you need not fear that your honour may be prejudiced by our action and talk with him. Again when the state of things in the past and present are considered, she says she has got some honour to spare. I fear my words may not convey clearly the idea she has in her mind so it is better to discuss and decide this matter, especially when you go over here in person and that may not be high time for any modification in the terms we have proposed to Raja. If you have any objection to the present settlement, and if you like to settle even this matter yourself, aunt will be ready to give the money back and leave the rest to your decision, or if you find it favourable, you may be rest assured that Raja would not trouble you with the private and company's accounts in the future.

Hoping you are well as desired.

Yours affectionately,
(Sd.) I. Venkatram.

EXHIBIT XVI.

Victoria Buildings, Fort, Bombay,
28th February 1918.

Dear Venkatram,

Your letter of the 19th instant, and the accounts subsequently sent in response to my telegram, are both duly to hand. I have read and re-read your letter in the fond hope that it may clear up the situation somewhat. But my efforts have been fruitless. Your explanations leave the matter in a more unsatisfactory state than ever.

For instance, I am now referred to certain newspapers to prove the fact that my brother had an idea disposing of the cars. But your aunt has all along

been representing to me that my brother intended the Talbot to be kept for the use of Sou. Kamalambal and Alamelu. Which of these two contradictory statements am I to accept as the true one ? Then again I am told that your aunt has got some honour to spare, while in the same breath, I am informed that she has accepted a gift of Rupees 1,000 from a man on whom she has no claim whatsoever. A loan was bad enough, but a gift—Good Heavens, surely, your aunt's code of honour is a unique one. It makes me hang down my head in shame ! I am, however, thankful that her sense of honour did not prompt her to ask for a monthly allowance from this friend "who is pleased to help your uncle's family as before"!!

In extenuation of this disgraceful procedure, is urged the ingenious justification that I was not pleased to grant something more for her expenses, however much she requested me : I can but repeat what I have already told her, viz., that her husband considered Rupees 250 per month a sumptuous allowance for the family in the small bungalow after Chinnappa's death. I may also add here that poor Vissu was obliged to live with his family in Madras on Rs. 200 per month and even less at times. In these circumstances I am surprised at your aunt's charging me with not letting her have sufficient funds for her expenses. Any sane man will at once admit that the remittances I have been making at present are more than generous ! Why, some people accuse me of extravagance and unfairness towards the other branches of the family for allowing more than Rs. 100 per month for the maintenance of a single soul and that a Hindu widow ! If in spite of my generous allowance, your aunt is running into debts, it must be either because the management is hopelessly incompetent or fraudulent or because she insists on supporting all her relatives, however distant ! The sooner she understands that I am neither inclined nor bound to support her in such extravagance the better for all concerned.

You had better explain this letter to your aunt but you need not attempt any reply hereto, for the prolongation of such correspondence is not pleasant to either side. I am only sorry that there should have been occasion for my writing such letters while I have been all along doing the right thing by your aunt, according to the dictates of my conscience, duty and chivalry.

Yours truly,

(Sd.) K. S. Ramaswami Iyer.

P. S. The enclosed copy of a letter I have received from Rajah will show that he does not consider that he has made a gift of Rs. 1,000 to your aunt, that he sets off only the Stable Company's accounts and this 1,000 given to your aunt against the two cars and that his private account against your uncle is not so set off.

(Ild.) K. S. R. Iyer.

EXHIBIT XVII.

Rama Villa,
Dated 27-2-1920.

My dear brother-in-law,

. . . . All are well here as well as in Chicka Bungalow. I hope that you and others are doing well there. An animal has been purchased here by Mr. C. S. Dorasamt Iyer yesterday. The animal is a big and good one.

As the prices have gone very high it is not possible to get on in these hard days with the amount you are sending hitherto. So please send Rupees 100 (One hundred) more from the next month. It would be more difficult to get on in these days if I don't get Rupees 100 more.

Yours sincerely,

(Sd.) Meenakshiammal.

EXHIBIT XVIII.

Wednesday, 31st January 1917 :—

Trichy. Mothers' Sradaha. Took boat mail to Madras.

EXHIBIT XIX.

1st after Trinity. Sunday, 10th June 1917.

Sent urgent wires to Achuth and Kit. Dr. Kit and Achutha Rao arrived from Mysore to see Chinnappa in response of my wire. Achutha left for Madras by mail to bring Raju here for the operation.

EXHIBIT XX.

Wednesday, 13th June 1917 :—

C. V. Kumaraswamy arrives by the passenger.

EXHIBIT XXI.

3rd after Trinity, Sunday, 24th June 1917 :—Corresponds to Mithuna or Ani 11 (Ashadasudha 5) Nakshatra Makha.

Poor Chinnappa passed away at 6-30 p.m., after a long illness. He arrived here on the 4th May seriously ill after a tour to Kollengode and Ooty—He rallied somewhat but the doctors were hopeless. Only 48—poor chap.

EXHIBIT XXII.

Monday, 2nd July 1917. (Residents abroad should now order this Diary for 1918.)

Kumaraswamy returns to Madras.

EXHIBIT XXIII.

28th July 1917.

My dear Ramaswami,

I note that A. N. M. & Co's accounts that you have sent is our only copy. I will look into them. Do these figures cover all our transactions with them? I have been looking through the Mills' Balance Sheets. There is no mention in them of the theft of about a lakh and thirty thousand by the Manager or of its adjustment. Should it not find a place in the Balance Sheets? Please let me have the figures. Also a complete up-to-date list of our liabilities. If you have not the figures here you can send them from Bombay.

Yours affectionately,

(Sd.) K. Dorasamy Iyer.

EXHIBIT XXIV.

Tumkur,

6th February, 1908.

My dear Vissoo,

Your letter. Glad to hear that you are all doing well. I perform the Sradham here on the 10th. I missed you at Madras. I had gone there for a short change on account of rheumatic pains. You had gone to Pondichery, it seems.

Yours affectionately,

K. Dorasamy Iyer.

EXHIBIT XXV.

Chickpett, Bangalore City,
6-4-21/18-4-21.

K. Shankarnarayana Rao, M.A., B.L., Advocate,

To

K. S. Ramaswami Iyer, Esq.,
of Messrs. Dorasami Iyer and Company, Agents,
The Aurangabad Mills,
Bombay.

Dear Sir,

We are instructed by our client Mrs. Meenakshiammal (Mrs. K. S. Dorasami Iyer) to give you notice, which we hereby do as follows :—

The late Mr. K. S. Dorasami Iyer, formerly Revenue Commissioner in Mysore, having decided to separate himself from the other members of the joint family some years ago began to live separately from the other members and also insisted upon the several members of the family being held responsible for the amounts drawn by them from the family funds. His acts and declarations showed an unequivocal and explicit intention to hold and enjoy his own share of the estate separately.

On or about the 10th February 1927 under his instructions a letter was written to you drawing your attention to the fact that there had already been a division in status and calling for an immediate partition of all the family properties.

Not only were lists of the various assets and liabilities prepared but there was also a draft partition deed prepared, but before the deed could be formally executed, Mr. Dorasami Iyer died and hence separate possession of the properties by metes and bounds could not be secured before his death.

Sometime before his death he executed a Will also declaring the fact that he was divided in status from the other members of his family bequeathing all his properties to our client and also authorising her to take a boy in adoption.

We are instructed that immediately after Mr. Dorasami Iyer's death when our client was afflicted with sorrow and in mourning, you managed to get the key of the table in which all the papers relating to the partition and the Will executed by Mr. Dorasami Iyer had been secured and removed almost all the papers including the original Will and the draft partition deed. That sometime thereafter, "Kumara Park" the most important of the properties owned by the family was sold to the Dewan of Mysore for a sum of Rs. 4 lakhs without our client's knowledge and consent and this fact came to our client's notice only recently.

Eversince her husband's death our client has been insisting upon her being given the 1/4 share in all the properties owned by the family to which she is entitled, both orally and in writing, but as you do not appear to have now taken any action to comply with her request we have been instructed by our client to call upon you, which we hereby do, to give our client her 1/4th share in all the properties belonging to the family including "Kumara Park" the estate in Nilambur, "Kumara Cottage", "Rama Villa", a garden in Mysore, the shares of the Aurangabad Mills, the Kumarapuram properties in the Palghat District including house, lands and other immovables, the profits of Messrs. Doraswami Iyer and Co., Agents of the Aurangabad Mills and all other movable and immovable properties together with all mesne profits as from 10th February 1917 the date of the first notice issued by the late Mr. K. S. Doraswami Iyer.

Should you fail to comply with our client's request within a month from the date of this notice she will be obliged to take legal steps for enforcing

her claims and safe-guarding her interests and in that event she will hold you responsible for all her costs.

Yours faithfully,
K. Shankaranarayana Rao,
Advocate.

EXHIBIT XXV(a).

Chickpett, Bangalore City,
6th April 25/18—4—21.

K. Shankarnarayana Rao, M.A., B.L., Advocate.

To

Messrs. K. K. Dorasami Iyer,
K. K. Thyagaraj Iyer,
K. K. Seshadri Iyer,
K. K. Subramanya Iyer,
c/o K. K. Seshadri Iyer, Esqr.
"Kumara Cottage" High Grounds,
Bangalore.

Dear Sir,

We are instructed by our client Mrs. Meenakshiammal (Mrs. K. S. Dorasami Iyer, to give you notice, which we hereby do as follows:—

The late Mr. K. S. Dorasami Iyer, formerly Revenue Commissioner in Mysore, having decided to separate himself from the other members of the joint family some years ago began to live separately from the other members and also insisted upon the several members of the family being held responsible for the amounts drawn by them from the family funds. His acts and declarations showed unequivocal and explicit intention to hold and enjoy his own share of the estate separately.

On or about the 10th February 1917 under his instructions notices were also issued drawing attention to the fact that there had already been a division in status and calling for an immediate partition of all the family properties.

Not only were lists of various assets and liabilities prepared but there was also a draft partition deed prepared, but before the deed could be formally executed Mr. Dorasami Iyer died and hence separate possession of the properties by metes and bounds could not be secured before his death.

Sometime before his death he executed a Will, also declaring the fact that he was divided in status from the other members of the family bequeathing all his properties to our client and also authorising her to take a boy in adoption. We are instructed that sometime thereafter "Kumara Park" the most important of the properties owned by the family was sold to the Dewan of Mysore for a sum of 4 lakhs of rupees without our client's knowledge and consent and this fact came to our client's notice only recently.

Eversince her husband's death our client has been insisting both orally and in writing upon her being given the 1/4th share in all the properties owned by the family to which she is entitled but as no action seems to have been taken by you to comply with her request we have now been instructed to call upon you, which we hereby do, to give our client, her 1/4 share in all the properties belonging to the family including "Kumara Park", the estates in Nilambur, "Kumara Cottage", "Rama Villa", a garden in Mysore, the shares of the Aurangabad Mills, the Kumarapuram properties in the Palaghat District including house, lands and other immovables, the profits of Messrs. Dorasami Iyer & Co., Agents of the Aurangabad Mills and all other movable and immovable properties together with all mesne profits as from the 10th February 1917 the date of the first notice issued by the late Mr. K. S. Dorasami Iyer.

Should you fail to comply with our client's request within a month from the date of this notice, she will be obliged to take legal steps for enforcing her claims and protecting her interests.

Yours faithfully,
K. Shankarnarayana Rao,
Advocate.

EXHIBIT XXVI.

Victoria Buildings,
Fort, Bombay.
12th February 1918.

Dear Venkatram,

How is it I have not heard from you in reply to my last letter? It is over a week since I wrote that letter and I had asked you to reply by return of post. This is not as it should be. While you are saying that the cars were taken away by the Raja in full settlement of all accounts between himself and your deceased uncle, he has written to me to say that he took the cars away, meaning to sell the cars and credit their prices towards your uncle's account. Besides, it seems, you made him pay Rs. 1,000 before you would part with the cars. Why did you take this money and what did you do with it? You had no business to take this money from the Raja without my permission. Who is going to be responsible for the return of this fresh loan to Raja? Not I. If debts are going to be contracted in this fashion without my consent and properties are going to be disposed of behind my back I must take steps to see that you are not in a position to play such mischief in future. I hope that you will not drive me to take unpleasant steps and that some satisfactory explanation of your conduct may be forthcoming by return of post. You had better also send me the acounts called for, per my letter of the 4th instant forthwith.

Yours truly,
(Sd.) K. S. Ramaswami Iyer.

EXHIBIT XXVII.

Kumara Park, Bangalore.
23-3-1918.

In haste,

My dear uncle,

Your letters, I saw Mr. Ramaswamy Iyer on the 20th and he answered me, that he will get the cars removed from the motor-house and keep them safe in the Kumara Park stables, and that I need not go to him on this matter. So I was waiting till now to write you after I get the cars safe. Cars are not yet brought to the stables. I expect them to-day, if not, I shall go and see him this evening. Children are all doing perfectly well. Aunt has been suffering from fever since yesterday and others are well. Chief Engineer and his assistants were taken yesterday by Messrs. Ramaswami Iyer and Nanjappa to see the house and overseers are taking measurements of the house. I shall write to you again after I receive the cars. Hoping you are well.

Yours affectionately,
I. Venkatram.

EXHIBIT XXVIII.

Kumara Park, Bangalore.
5th February, 1919.

My dear Uncle,

I am sorry you have not favoured me with a reply to my letter last. You will be glad to hear that the children are both keeping well. They are being kept under a regular routine programme recommended by Miss Lockwood.

She has given certain instructions regarding the regulation of their diet, rest, sleep, etc., to be closely followed. She says it will be a little longer before she can perceive marked improvement in their health.

Now aunt has been asked to vacate Kumara Park in pursuance of the agreement with the Govt. and occupy Mathoosthri Ammani Ammal's house. February 10th has been found to be auspicious day for shifting. Aunt desires that you and Ch : Sami should be present at the time and requests you will kindly go here with the child under casual leave. I have secured a footing in the Secretariat and am working in the Efficiency Audit Branch. I look back with gratitude to the happy occasion on which you had helped me in securing admission in the Coimbatore College. But alas there is no Athangal to share the news and bless me. Nature is inscrutable. I sincerely hope yourself and Sami are doing well and I hope to see both of you on 6th or 7th at the latest.

Yours affectionately,
S. Krishnamurthi.

EXHIBIT XXVIII(a).

Portion of Ex. XXVIII.

I am sorry you have not favoured me with a reply to my letter last. You will be glad to hear that children are both keeping well. They are being kept under a regular routine programme recommended by Miss. Lockwood. She has given certain instructions regarding the regulation of their diet, rest, sleep, etc., to be closely followed. She says it will be a little longer before she can perceive marked improvement in their health.

EXHIBIT XXVIII(b).

Portion of Ex. XXVIII.

Now aunt has been asked to vacate Kumara Park in pursuance of the agreement with the Govt. and occupy Mathoosthri Ammani Ammal's house. February 10th has been found to be the auspicious day for shifting. Aunt desires that you and Ch : Sami should be present at the time and requests you will kindly go here with the child under casual leave.

EXHIBIT XXIX.

Monday, 9th July 1917. Tikacharya Punyadivasam.

Nanja and Ramaswamy called at about 5 p.m. to discuss partition.

EXHIBIT XXX.

Wednesday, 11th July, 1917.

Evg. Ramaswami came to discuss partition.....

EXHIBIT XXXI.

Friday, 20th July 1917 :—

Fever. Ramaswamy and C. S. D. called—also headache, persistent fever before last illness.

EXHIBIT XXXII

Small Bungalow,
11—2—1919.

Dear Venkatram,

Herewith the list of furniture and drawing room ornaments, etc., which I wish to be left behind at K. Park when your aunt shifts her things and finally

vacates it. I propose to take charge of all my father's books, albums and papers and keep them with me. All the rest of the furniture and ornaments, etc., I propose to sell away to Government as I explained to your aunt yesterday. You will please return the list to me when done with. The Executive Engineer, Bangalore Division, had called on me last evening enquiring when we would hand over charge. I told him I would do so on the 14th inst. I hope the trolley has been ordered for to-morrow also and all the things will have been shifted by to-morrow evening. When will your aunt, etc., be coming over.

Yours truly,
(Sd.) K. S. Ramaswami Iyer.

List of furniture and drawing room ornaments, etc., to be left behind at Kumara Park :—

Downstairs—

I Wootoar's patent roll top desk. 1 Rotary book shelf. T. W. 1 Leather upholstered office chair. 1 Leather upholstered Rotary chair. 1 Wall lamp. 1 Picture "Echo". 16 Bound vols. of Magazines. 1 Oil painting "Finding of Moses" Wall ornaments mounted buffalo horns. 1 Box Mysore Tapo sheets.

Front Bath room—

Box or satin ward robe minus. 1 wing 1 framed wood miror.

Front Verandah—

2 Square marble top tables. 2 Iron statuette table ornaments. 8 Green painted lattice benches. 1 Big Hanging Lamp. 1 Cloak hanger with mirror, surmounted by fox head.

Front Lawn—

4 Iron and wood garden seats. 1 Stone road roller.

Stair Case room—

1 Old R. W. screen.

Stair Case—

1 Stair carpet.

Drawing room—

2 Round marble top. R. W. tables. 1 Blue marble table. 1 Sandal-wood box. 1 Sandal-wood book rest. 2 Wall lamps. 2 Lace shawl curtains. 1 Framed water colours. 2 Ornamental wall mirors. (framed), 1 Photo large, late Highness. 1 Group photo Elgin's visit. 2 Oil paintings by E Kerman, Sunrise and Sunset. 2 Hanging mirrored stands for ornaments. 1 Ivory Elephant with Howdah. Ornament. 1 Sandal-wood and Ivory Venugopal. 1 Ornamental glass vase. 1 Large ornamental porcelain flower pot and stand with bunches a artificial fiowers.

Drawing Room—

1 Glass-flower vase with bunches of artificial flowers. 1 Burmese wood Lion-pedestal for table. 1 Burmese carved bowl. 1 Burmese carved plant ornamental. 1 Chinese Soap Stone. 3 Fig ornament. 1 Burmese wooden Goutama. 1 Oil painting "Mary Queen of Scots." 1 Biblical painting. 2 Carved Burmese tables. 1. Ivory inlaid moorish teapoy. 1 Ivory Octoganal. 1 Blackwood folding teapoy. 1 Multi coloured old China vase with artificial flowers. 1 Ivory book rest. 1 Pendulum clock in metal and glass stand. 1 pair of ivory tusks. 2 Blue and white marble vases. 1 Tiger skin-mounted elephant leg foot stool. 1 Burmese Picture Album. 1 Burmese Scripture. 1 "Not at Home" box. 1 Drawing room suit. 8 Pieces. 2 Sofas. 2 Arm chairs. 4/8 Armless chairs. = B. W. upholstered tapestry. 1 Brussels carpet. 3 Tiger skins. 1 Album Queen Diamond Jubilee. 1 Representative Men of India. 1 Glimpses of the Nizam's Doms. of Arts and Industries of Great Britain, 1887. 1 Elephant catching in Mysore. 1 of Photos by Thakur Col. M. C. Burmon. 1 Glimpses of India.

Marriage Hall—

1 Office table large with 4 drawers. 1 Large Brussels carpet. 3 Wall lamps. 1 Oil portrait "Rati."

Upstairs Front Bed Room—

1 Brass Electric candle stick and shade. 1 Wall hanger for ronaments with two porcelain dolls. 1 Rosewood cot with wood poles and spring mattress. 1 Oil Wall Lamp.

Upstairs Bed Room Dressing Room—

1 Wing of Box wood Almirah. Upstairs back Verandah (glass). 1 Brass gong and mallet. 1 Iron Gong. 3 Wooden books and 1 trunk (papers.)

Upstairs Bed Room (Father's)—

1 Inlaid teapoy. 1 Bed Sofa Tapestry covered. 1 Square trou teapoy. 1 B. W. 3 tier shelf. 1 Picture Pscyche. 1 Mansers' pistol. 1 Borchandt Pistol. 1 "Holland and Holland" Double Barrelled Rifle. 1 Burmese sword.

Upstairs Office Room—

All the books in the various Almirahs. Carved Burmese table. 2 Ornamental porcelain stand and dolls. 1 Oil Portrait Late H. H. 2 R. W. Book Shelves. Sandalwood choury. 1 box Theodolite. 1 Porcelain Elec. table-light. 1 Wall lamp. 1 Brass candle stick. 1 Sandalwood box. 1 Elephant leg. 2 Bentwood cane chairs. 1 Silk Tapestry Sofa. 1 Easy chair. 1 Step ladder stool. 1 Brass Floor-Lamp-Elec. 1 Iron safe. 1 Brussels carpet large. 1 pair large Ivory Tusks. 3 Ornamental glass vases. 14 Burmese Ivory Carved figures. 1 marble wall pier. 2 Red glass vases. 1 Brass candle stick. 2 Etclied glass mirrors. 1 cane and leather office chair. 1 Revolving Book shelf and Encyclopædia—Britt., 9th Edition. 1 R. W. Corner stand. 1 Oil painting Stag. 1 Ivory fan. 1 Mary Magdalene.

Upstairs Screen Room—

1 R. W. High teapoy. 1 R. W. Cot. 1 Iron room-heater. 1 Wall lamp.

Upstairs Book A—

1 pair Buffalow horns.

Upstairs Case Hanging—

1 Pair Bronze vases. 1 Hanging lamp.

Upstairs Verandah Front—

2 Marble Budhas. 1 Cloak hanger. 1 pair Bronze vases. 1 T. W. Stand. 1 Burmese gong with figo. 4 Sandal-wood boxes. 2 Marble top tables. 1 Bridge table. 2 Vase stands Iron. 2 Burmese Swords. 1 Slate stone table. 1 Elephant leg W. P. Basket. 1 D. D. Foot Stool. 1 Hanging lamp.

K. S. V's Office Room—

1 Floor Mirror shaving stand.

Downstairs Children's Room (South)—

1 Bronze Elec. table lamp.

Downstairs Bed Room Big—

1 large mirrored door cupboard-side table. (Mother's silver Almirah.
1 high R. W. table.

Upstairs Large Bed Bath—

2 Commode boxes with pans. 1 Wooden stand for jug, etc.

(Sd.) K. S. R. Iyer,
11-2-1919.

EXHIBIT XXXII(a).

Received one cover addressed to M. R. Ry. 1 Venkatrama Iyer. or M. R. Ry. S. Krisnamurthi Iyer Avl., Kumara Park.

(Inld.) C. K.,
11—2—1919.

EXHIBIT XXXIII.

List of Furniture proposed to be left behind at Kumara Park : N. B.—T. W.=Teak Wood. B. W.=Black Wood. R. W.=Rose Wood.

Down Stairs Office Room—

1 Wootons Roll top Desk. 1 Rotary Book Shelf, T. W. 1 Leather upholstered office chair (transferred to Upper floor office room. 1 Rotary chair. 1 Wall lamp. 1 Picture " Echo ". 16 Bound Volumes of magazines. 1 Oil painting "Finding of Moses." 2 Wall ornaments mounted buffalo horns., Box Mysore Topo Sheets. 1 Photo "Delhi Durbar."

Front Bath Room.—

1. Box or satin wood ward robe minus one wing.

Front Verandah—

1 Picture "Hunting." 2 Square marble Top tables. 2 Iron Statuette table ornaments. 7 Green painted lattice benches. 1 Big hanging lamp. T. W. and cane arm chairs 3. 1 Cloak hanger with mirror surmounted by fox-head.

Front Lawn—

3. Iron and wood garden seats. 1 stone road roller.

Stair Case Room—

1. T. W. Ward Robe with drawers minus upper half. 1. Old R. W. Screen.

Stair Case—

1 Stair Carpet—

Drawing Room—

2 Round marble top tables R. W. 1 Blue marble table. 1 Sandal-wood box and also 1 Ivory inlaid box. 1 Book rest. 2 Wall lamps. 2 Lace hawl curtains. 1 Framed water colours. 1 Ornamental wall mirrors (framed.) 1 Photo large Late Highness. 1 Large Delhi Durbar photo. Group photo "Elgin's Visit." 2 Oil paintings by E. Kerman, "Sunrise and Sunset". 2 Hanging mirrored stands for ornaments. 1 Ivory Elephant with Howda ornaments. 1 Sandal-wood chouri. 1 Sandal-wood and Ivory "Venugopal." 1 Ornamental porcelain vase. 1 Large ornamental porcelain flower pot and stand with bunches of artificial flowers. 1 Glass flower vase with bunches of artificial flowers. 1 Burmese wood Lion Pedestal for table. 1 Burmese wood carved Bowl. 1 Plant ornament. 1 Chinese Soap stone. 3 fig ornament. 1 Burma wooden Goutama. 1 Silver bronzed vase. 1 Oil Painting "Mary Queen of Scots". 1 Biblical painting. 2 Carved Burmese tables. 1 R. W. Cross egged rectangular larger teapoy. 1 Ivory inlaid Moorish teapoy. 1 Octagonal Moorish teapoy. B. W. Octagonal teapoy. B. W. folding teapoy. Teapoy. 1 Multi coloured old China vase with artificial flowers. 1 Ivory Book rest. 1 Pendulum clock with metal and glass stand. 1 Sandal-wood box. 1 Pair of Ivory tusks. 2 Blue and white marble vases. 2 Tiger skin-mounted elephant leg foot stool. 1 Burmese picture album. 1 Burmese Scripture. 1 "Not at Home" Box. 1 Drawing Room suite 6 pieces. 1 Drawing Room. 2 Drawing. 2 Sofas. 2 Arm chairs. 4/8 armless chairs. 1 B. W. upholstered tapestry. 1 Bangalore Jail carpet. 2 Tiger skins. 1 Album Queen's Diamond Jubilee. 1 Representative men of India. 1 Glimpses of the Nizam's Dominions. 1 Glimpses of Arts and Industries of Great Britain, 1887. 1 Elephant catching in Mysore. 1 Photo by Thakur Col., M. C. Burman. 1 Glimpses of India.

Downstairs Dining Room Glass Verandah—

1 Hanging lamp. 1 Hanging lamp.

Marriage Hall—

1 T. W. and cane easy chair. 2 armed T. W. Chairs. 1 Office table large with 4 drawers. 1 large Brussel's carpet. 2 Wall Lamps. 1 R. W. Easy chair cane. 1 Oil portrait " Rati." 4 Tennis pictures.

Upstairs Front Bed Room—

1 Oil Wall lamp.

Adjoining Bath room—

1 Large Marble top rectangular table.

Upstairs bedroom, Dressing room—

1 Wing of box wood Almirah (fixture), 1 Shaving Mirror-stand.

Upstairs back verandah (Glass)—

1 Brass gong and mallet. 1 Iron gong. 1 Picture La Danse Ees Glama 1 Picture Mesdames. 3 Wooden boxes and 1 Trunk papers.

Upstairs bedroom (Father's)—

1 B. W. Rectangular table with a lower shelf. 1 B. W. 3 tier shelf, 2 Teapoy. 1 B. W. Easy chair. 1 R. W. Cot.

Upstairs Dressing room—

1 Teapoy. 1 Bent-wood chair.

Upstairs bath room adjoins bedroom—

2 Commode boxes. 1 T. W. Shelf. 1 Picture Psyche. 1 Manser pistol. 1 Borchanol Pistol. 1 "Holland and Holland" Double barrelled rifle. 1 Burmese sword.

Upstairs Office Room—

All the books in the various Almirahs. 1 Carved Burmese table. 1 Oil Portrait Late H. H. 2 R. W. Book Shelves. 2 Wood seated Bent-wood lodges. 1 Sandal-wood choury. Chairs (2 Leather upholstered.) Armed cane chairs 2. 1 Box Theodolite. 1 Porcelain Electric Table Light. 1 Wall Lamp (oil). 1 Paper rack. 1 Brass Candle Stick. 1 Sandalwood box. 1 Elephant leg foot stool. 1 Silk Tapestry Sofa. 1 Silk Tapestry easy chair (Library). 1 Brass floor lamp, Elect. 1 Iron safe. 1 Brussels carpet. 1 Pair large Ivory Tusks. 2 Ornamental glass vases. 1 Marble Wall piece. 1 Revolving B. K. Shelf and Encyclopaedia Britannica—9th Edition. I. R. W. Corner stand. 1 Oil Painting Stag. 1 Mary Magdalene.

Upstairs Screen Room—

1 R. W. High Teapoy. 1 R. W. Cot. 1 Iron Room-Heater (fixture). 1 Wall Lamp.

Upstairs Back Verandah—

2 Pairs buffalo horns. 1 Picture Holder, etc. 1 Burmese Gong.

Upstairs Stair Case Landing—

1 Iron basin Stand with basin. 1 Pair Bronze vases. 1 Hanging Lamp.

Upstairs Verandah Front—

2 Marble Budhas. B. W. High 4 leggedt eapoy. 1 Cloak Hanger. 1 B. W. Easy Cane Chair. 1 Pair bronze vases. 1 Cane sofa tapestried easy chair. 1 T. W. Stand. 1 Burmese gong with figure. 1 Tea Warm Chair. 4 Sandal-wood boxes (Imitation Books). 2 Marble top tables. 1 bridge table.

2 Iron Vase Stands. 2 Burmese swords. 1 Slate stone table. 1 Elephant leg W. P. basket. 1 foot stool (in the drawing room downstairs.) 1 Hanging Lamp.

K. S. Visvanathan's Office Room—

1 Floor Mirror Shaving stand. Downstairs Children's Room (South) Downstairs bed room Big.

(Sd.) K. S. R. Iyer,
11-2-1919.

EXHIBIT XXXIV.

Government of His Highness the Maharaja of Mysore,
General and Revenue Secretariat,
Bangalore, dated 10th May 1921.

No. 2010 C. B. 239-2C-4.

From K. Mathan Esq., B.A.,
Officiating Chief Secretary to the Government of
His Highness the Maharaja of Mysore.

To. K. Shankaranarayana Rao, Esq., M.A., B.L.;
Advocate, Chickpet, Bangalore City.

Sir,

In reply to your notice of the 7th ultimo issued on behalf of the widow of the late Mr. K. S. Doraswami Iyer, I am directed to state that Government purchased the property of the late Sir K. Seshadri Iyer known as "Kumara Park" bona fide from the surviving male members of the family on the representation, which Government had no reason to disbelieve, that the family was undivided in interest, and that to pay off the prior mortgage and other debts of the family it was imperative and necessary to sell the property in question. As a matter of fact the heaviest of the debts discharged out of the sale amount was a mortgage debt due to Messrs. A. Narayanaswami Mudaliar and Co., on the mortgage of Kumara Park and other properties. Government are not aware that the late Mr. K. S. Doraswami Iyer was divided in interest from the other members of the joint family or that he had made a Will regarding the disposition of his estate. Government have no reason to believe that the sale of Kumara Park was effected without the knowledge or consent of Mrs. K. S. Doraswamy Iyer. Indeed, to suit her convenience and to enable her to shift into another residence Government allowed her to continue in the occupation of the property till the 20th February 1919, though the sale deed was executed and consideration was paid about three months before that date.

In these circumstances I am to add that Government are not prepared to divide the property into metes and bounds and to put your client in possession of her alleged one-fourth share in it.

Yours faithfully,
K. Mathan,
Offg. Chief Secretary to Government

EXHIBIT XXV.

This indenture made the Twentieth day of July, one thousand nine hundred and thirteen, between Kumarapuram Doraswami Iyer (residing at Bangalore), Kumarapuram Krishna Iyer (residing at Chickmagalur), Kumarapuram Viswanatha Iyer (residing at Bombay) and Kumarapuram Ramaswamy Iyer (residing at Bombay), hereinafter referred to as the vendors, of the one part, and the Dewan of Mysore for and on behalf of the Government of His Highness the Maharaja of Mysore, hereinafter referred to as the purchaser of the other part, Whereas the said vendors are seized of the premises hereinafter sold and conveyed as co-parceners of a joint Hindu family and have agreed to sell the same free from encumbrances to the said purchaser for the sum of Ten Thousand rupees only, now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Ten Thousand rupees only to the vendors paid by the purchaser on or before the execution of these presents (the receipt whereof the vendors do hereby acknowledge) the said vendors do and each of them doth hereby convey and assign unto the said purchaser all that piece or parcel of land situated at Mysore, in the registration district of Mysore, and more particularly described in the schedule hereto together with all rights of way, water and other easements, advantages and appurtenances whatsoever to the said piece or parcel of land here-in-before expressed to be hereby conveyed, to have and to hold the said piece or parcel of land and premises hereby conveyed or expressed so to be, unto the said purchaser and to the use of the Government of His Highness the Maharaja of Mysore for ever. And the Vendors do and each of them doth hereby for themselves, himself, their and each of their heirs, executors and administrators covenant with the said purchaser and his successors in office that they the vendors have full power and absolute right to sell and assign the said premises in manner aforesaid and that the said purchaser and his successors shall hereafter peaceably hold, use, and enjoy the same free from encumbrances of any kind whatsoever as the property of the Government of His Highness the Maharaja of Mysore without any hindrance,

interruption claim or demand by or from the said vendors or any other person or persons lawfully or equitably claiming from, under or in trust for them or any of them.

In witness whereof the said vendors have hereunto set their hands and seal the day and year above written.

SCHEDULE

District — Mysore
Sub-District — Mysore
Town — Mysore

Numbers 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

Boundaries—North-Mohideen Sahib Kar-Khana Road.
South–Public Offices Road.
East–Trust Board land and conservancy lane.
West–Dewan's Road.

East to West on the North 414 feet.
" on the South 357 feet.
North to South on the East 173 feet.
" on the West 274 feet.

Total area 11,964 square yards.

(Sd.) K. Doraswami Iyer.
(Sd.) K. Krishna Iyer.
(Sd.) K. Visvanatha Iyer.
(Sd.) K. Ramaswamy Iyer.

Signed, sealed and delivered by the within named Kumarapuram Doraswamy Iyer in the presence of :—

(Sd.) C. Srikanteswara Iyer. Kumarapuram Krishna Iyer in the presence of:—(Sd.) B. Mallikarjuniah.

Kumarapuram Viswanatha Iyer in the presence of:—Hari Prasad U. Bhatt, Cashier, Mills, Bombay.

Kumarapuram Ramaswamy Iyer in the presence of.
(Sd.) C. Srikanteswara Iyer.

Presented at 4 p.m. on the 18th October 1913 in the office of the District Registrar, Mysore, by Krishna Iyer. Execution admitted by (Sd.) K. Krishna Iyer. (Sd.) K. Doraswami Iyer.

The above two executants are well known to me.

(Sd.) A. Subramanya.
District Registrar.
Mysore District.
18th October 1913.

Execution admitted by K. Ramaswamy Iyer.
The executant is well known to the undersigned.

(Sd.) Subramanya.
District Registrar.
Mysore District.
27th October 1913.

Execution admitted by Mr. C. Srikanteswara Iyer on behalf of Mr. C. Viswanatha Iyer as per special Power of Attorney, dated 13th day of November 1913 and authenticated by the Third Presidency Magistrate, Bombay.

(Sd.) C. Srikanteswara Iyer.

28th November 1913.

The identity of the above representative is well known to the undersigned.

(Sd.) A. Subramanya,
District Registrar.

28-11-1913, Mysore.

Registered S. No. 14 of 1913—14, Book I, Vol. VII, on pages 252-259. Received actual registration fee Rupees Twenty-two and annas twelve; District Registrar's fee Rupees five, admission fee Rupee one, in all a sum of Rupees 28 Twenty Eight and annas twelve only.

(Sd.) A. Subramanya,
District Registrar,
Mysore District.
28-11-1913.

Under Section 34 of the Registration Regulation a penalty of rupees twenty-two and annas twelve only recovered.

(Sd.) A. Subramanya,
District Registrar,
Mysore District.
28-11-1913.

EXHIBIT XXXVI.

On 625 Rupees stamp paper.

In consideration of Messrs. A. Narayanaswamy Mudaliar and Co., Mysore Hall, Bangalore, having at or before the execution of these presents lent and paid to us the sum of Rupees one lakh and twenty five thousand (Rs. 1,25,000) only, the receipt of which, we do hereby acknowledge, we, K. S. Doraswamy Iyer, K. S. Krishna Iyer, K. S. Viswanatha Iyer, K. S. Ramaswamy Iyer and C. Srikanteswara Iyer, residents of Seshadripuram, Bangalore do hereby agree and covenant on our own behalf and on behalf of our heirs, executors, Administrators and assigns to pay to the said Messrs. A. Narayanaswamy Mudaliar and Co., Mysore Hall, Bangalore, their heirs, successors and assigns the said sum of rupees one lakh and twenty five thousand only at or before the expiration of twelve months from this date, meanwhile paying interest therefor every six months in advance at the rate of rupees seven per cent per annum until such time as the said principal sum of rupees one lakh and twenty-five thousand only and every part thereof shall be paid in full with all the interest thereon with the option of clearing off the whole sum or paying any instalments within the afore-mentioned period. And in default of payment of the principal as aforesaid or as the same falls due, we hereby agree that the whole amount, that is the principal and the interest herein that may be due, shall become due and payable at once. And for the better securing of the said sum of rupees one lakh and twenty-five thousand only and the interest thereon as aforesaid and every part thereof, we the said K. S. Doraswamy Iyer, K. S. Krishna Iyer, K. S. Viswanatha Iyer, K. S. Ramaswamy Iyer, and C. Sreekanteswara Iyer, do hereby covenant and mortgage to the said Messrs. A. Narayanaswami Mudaliar and Co., their heirs, successors and assigns. the properties particularly described in the Schedule hereto. And we also agree that in the event of the said principal sum of Rupees one lakh and twenty five thousand only or any part thereof and any interest thereon becoming due and payable and not being paid as aforesaid it shall be lawful and competent to the said Messrs. A. Narayanaswamy Mudaliar and Co., their heirs, successors or assigns to sell through a proper court the properties hereunder mortgaged or any of them without prejudice to any other remedies the said Messrs. A. Narayanaswamy Mudaliar and Co., may upon these presents and to grant proper conveyances to the purchasers thereof:—

The schedule hereinbefore referred to:—

1. All that piece or parcel of land with the large and small bungalows, buildings, out-houses and houses within the garden and all the grounds known as "Kumara Park" situated in Seshadripuram, High Ground, Bangalore, measuring about 112 acres and bounded on the north by Mr. B. L. Rice's bungalow, South by Mr. V. P. Madhava Rao's bungalow, East by Golf Road and on the West by Guthalli Road.

2. The bungalow including all out-houses, garden, etc., known as "Golf View" situated in Seshadripuram, High Ground, Bangalore belonging to

Mr. C. Srikanteswara Iyer, measuring about acres ten, and bounded on the North by Mr. R. B. A. Narasimha Iyengar's house and Golf Crescent Road; South by Col. T. Desraj Urs stables and Mr. E. R. Subbraya Iyer's house, on the East by Golf Crescent Road and on the West by Golf Road.

3. The garden and lands known as Kukkerahalli Garden and situated in the Village of Kukkerahalli, Mysore Taluk and comprising Survey Nos. 27 to 33, 36 and 57 to 62-fourteen in all admeasuring sixty-five acres and thirty-four guntas.

In witness whereof, we the said K. S. Dorasawmy Iyer, K. S. Krishna Iyer, K. S. Viswanatha Iyer, K. S. Ramaswamy Iyer and C. Sreekanteswara Iyer have hereunto set our hands this 31st day of December, One Thousand Nine Hundred and Three.

1. (Sd.) K. Doraswamy Iyer.
2. „ K. Krishna Iyer.
3. „ K. S. Viswanatha Iyer.
4. „ K. S. Ramaswamy Iyer.
5. „ C. Sreekanteswara Iyer.
1. „ K. Subramanya Iyer.
2. „ K. Ganapathi Iyer.
3. „ B. Ranganatha Iyer.
4. „ C. K. Srikanta Iyer.

Presented on the 15th March 1904 at 10-40 A. M., in the office of the District Registrar by the undersigned.

(Sd.) C. Sreekanteswara Iyer.

The undersigned admits execution of this document on behalf of himself and of Messrs. K. Doraswamy Iyer, K. Krishna Iyer, K. Viswanatha Iyer and K. Ramaswamy Iyer under four Powers of Attorney produced all, dated 24th January 1903 and attested by 1 Mr. A. Rangaswamy Iyengar, Judge, Mysore Chief Court, 2 and 3 by Mr. S. Vidyanatha Iyer, City Magistrate, Bangalore and 4 by Mr. Sultan Mohadin, Presidency Magistrate and Justice of the Peace, Madras. The identity of the executant Mr. C. Sreekanteswara Iyer, Assistant Commissioner and Representative of Messrs. K. Doraswamy Iyer, K. Krishna Iyer K. Viswanatha Iyer, and K. Ramaswamy Iyer is well known to the undersigned.

(Sd.) D. Devaraja Urs,
District Registrar.

15-3-04.
Bangalore.

Registered as document No. 40 of 1903-04, Book I, Volume 24, from pages 180 to 187. Fees received Rupees two hundred and sixty-two only.

(Sd.) D. Devaraja Urs,
District Registrar.
18-3-04

Seal of the Registrar, Bangalore. The Principal amount and the balance of interest due on this document up-to-date, viz., Rupees 1,70,848-0-3 have this day been received by me from Mr. K. S. Ramaswamy Iyer in full settlement of the mortgage herein and the mortgage document is returned to Mr. K. S. Ramaswamy Iyer duly cancelled. Bangalore 21st November 1918.

(Sd.) D. Raghavachar,
Agent and Receiver to the Estate of
Messrs. A. Narayanaswamy Mudaliar and Co.

A separate deed of reconveyance has been executed and lodged for registration this day.

(Sd.) D. Raghavachar,
Agent and Receiver to the Estate of
Messrs. A. Narayanswamy Mudaliar and Co.
21st November 1918.

EXHIBIT XXXVII.

Serial No.	Diary No.	No. and date of letter		From or to Whom	Subject of letter	Record No. and date
		No.	Date			
13	3602	346	7-1-08	From Deputy Commissioner, Tumkur.	Requests that two days out of the 5 days' casual leave granted to him but not availed of may be cancelled.	Filed, January 1908 13 and 14.
14		4494-6	21-1-08	To Deputy Commissioner, Tumkur, Revenue Commissioner, Comptroller.	Directs the cancellation of the unused portion of the casual leave.	
15	4275	411	17-2-08	From Mr. K. Doraswami Iyer, Deputy Commissioner, Tumkur.	Requests the grant of 3 days' casual leave from or after the 20th instant, the Senior Assistant Commissioner at Head Quarters being in charge of the current duties.	Filed, February 1908.
16		5299-301	19-2-08	To the Revenue Commissioner, Comptroller, Mr. K. Doraswami Iyer, Deputy Commissioner.	Sanctions the leave.	
17	4424	443	25-2-08	From Do- Do.	Reports that he availed himself of only one day's casual leave, and requests that the unused leave may be cancelled and the same re-granted from the 8th March, 1908.	Filed, March, 1908

EXHIBIT XXXVIII.

13	3177	D. O. 263	30-11-16	From Mr. K. Doraswami Iyer.	States that pending sanction of leave applied for in sl. 10, he will avail himself of the 15 days' privilege leave sanctioned in sl. 9 from 2-12-16 handing over charge to his First Assistant.	

EXHIBIT XXXVIII—(contd.)

Serial No.	Diary No.	No. and date of letter		From or to Whom	Subject of letter	Record No. and date
		No.	Date			
14		5368	Do.	To the Compiler.	Sanctions privilege leave for two months from 1-12-16 to Mr. K. S. Doraswami Iyer, Revenue Commissioner. During above period or until further orders Mr. K. R. Srinivasiengar, Deputy Commissioner, Bangalore, is appointed to act as Revenue Commissioner, and Mr. C. Venkata Rao, Senior Assistant Commissioner in charge of Doddaballapur Sub-Division, will act as Deputy Commissioner and District Magistrate, Bangalore District.	
		5369-70	30-11-16	To Revenue Commissioner and Deputy Commissioner, Bangalore.	Forwards copy of the above.	
15		6371	21-12-16	To the Compiler.	Notifies the following appointments and transfers :—1. Mr. M. Zahiruddin Mecci, Senior Assistant Commissioner, to act as Deputy Commissioner and District Magistrate, Bangalore District, as a temporary measure, during the employment of Mr. K. R. Srinivasa Iyengar as officiating Revenue Commissioner. 2. Mr. S. Chakrapani Iyengar, Acting Assistant Commissioner, is transferred from Hassan to Shimoga for charge of the Shimoga Sub-Division.	

					3. Mr. C. Lakshmana Rao, Amildar of Hiriyur, is appointed to act as Assistant Commissioner, II Class Schedule B, and posted to Hassan for charge of the District Treasury (to join forthwith .
		6372	21-12-16	To Revenue Commissioner.	Forwards copy of the above, with the intimation that Mr. Mecci may be directed to come and relieve Mr. Venkata Rao of the charge of the Bangalore District on the 2nd January 1917.
		6373-4	21-12-16	To the Deputy Commissioner of Hassan and Chitaldrug.	Forwards copies with the request that Mr. Chakrapani Iyengar may be directed to hand over charge to the Sub-Division Officer of Chamarajapatna and proceed forthwith.
16	4275	D. O. 274	15-1-17	From the officiating Revenue Commissioner.	Forwards for orders Mr. K. Doraswami Iyer's letter requesting for an extension of privilege leave by three weeks.
17		7636	20-1-17	To the Compiler.	Sanctions the leave.
		7637	Do.	To Mr. K. Doraswami Iyer (Revenue Commissioner on leave) and the officiating Revenue Commissioner.	Forwards copy of the above.
18	4902		10-2-17.	From Mr. K. S. Doraswami Iyer, Madras.	Proposes to return to duty on 15-2-1917 and requests that a week's leave may be cancelled.

EXHIBIT XXXIX.

IMMEDIATE—

Office of the Revenue Commissioner in Mysore,
Bangalore, 12th September 1917.
No. C. 1059 of 17–18.

From
K. Doraswami Iyer, Esq.,
Revenue Commissioner in Mysore.

To
The Secretary to the Government of His Highness the
Maharaja of Mysore,
Revenue Department.

Through
The Comptroller to the Government of Mysore,
General and Revenue Secretariat.
13th September 1917.
D. No. 1727/L. R. 126–17–1.

Sir,

I have the honour to request that the Government may be pleased to grant me a fortnight's privilege leave from the 12th instant afternoon. My 1st Assistant may be placed in charge of the current duties during the period.

I have the honour to be,
Sir,
Your most obedient servant.
(Sd.) K. Dorasami Iyer.

EXHIBIT XXXIX (a).

DRAFT.

Subject: Privilege leave to Mr. K. Doraswami Iyer, Renenue Commissioner.

L. R. Section File 126 of 17–2 Notification No. 2963. Under Article 172 of the Mysore Service Regulations, Mr. K. Doraswami Iyer, Revenue Commissioner in Mysore, is granted privilege leave of absence for 14 days with effect from the 13th September 1917.

2. Mr. A. V. Ramanathan, Assistant Commissioner and First Assistant to the Revenue Commissioner will be in charge of the current duties of the office during the above period or until further orders.

By order
(Sd.) x (Not clear)
Officiating Secretary to Government.
13–9–17.

To

The Compiler, Mysore Gazette, Copy to the Revenue Commissioner in Mysore with reference to his letter No. C. 1059, dated 12–9–1917 with the request that the declaration statement required under rules may kindly be sent up to Government.

Date of issue 15–9–17.
Mr. B. Ramaswamiya.
Mr. M. S. Ramachandra Rao.
(Sd.) x (Not clear),
14–9–17.
(Sd.) x (Not clear),
15–9–17.

EXHIBIT XL.

Government of H. H. The Maharaja of Mysore,
General and Revenue Secretariat.
Dated Bangalore, 28th August 1913.
No. G. 1901 (E.1) G. M. 344-12-28.

From

K. R. Srinivasa Iyengar, Esq., M.A.,
Secretary to the Government of
H. H. the Maharaja of Mysore,
General and Revenue Department.

To

K. Chandy Esq., B.A.,
District Registrar, Bangalore.

Sir,

I am directed to forward herewith the Deed of sale executed on the 20th July 1913 by Messrs. K. Doraswami Iyer, K. Krishna Iyer, K. Viswanatha Iyer, and K. Ramaswami Iyer in favour of the Dewan of Mysore, conveying for a consideration of Rs. 10,000 Sites Nos. 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 in Mysore Town, and to request that arrangements may be made for the registration of the same, in communication with Mr. K. Doraswami Iyer, Revenue Commissioner in Mysore, and the Deed returned to this office after registration.

2. I am to add that the document is exempt from stamp duty under Section 29(c) and the proviso to Section 3 of the Mysore Stamp Regulation 11 of 1900 and that the Registration fees will be paid by the Vendors.

I have the honour to be,
Sir,
Your most obedient servant,
(Sd.) K. R. Sreenivasaiengar,
Secretary to Government.

Memo. No. G. 1902.

Dated Bangalore,
28th August 1913.

Copy of the above is forwarded to Mr. K. Doraswami Iyer, for information with reference to his letter of the 6th instant and with the request that he will be good enough to take the necessary steps for completing the registration of the document.

By Order
(Sd.) B. Ramaswamaiya
For Secretary to Government.

My Dear Nanjappa,

Will you please do the needful early. Government have agreed to our suggestion and it won't do to allow a reminder to come.

Yours affly.
(Sd.) K. S. D.
28-8-1913.

EXHIBIT XLI.

To all to whom these presents shall come, we K. Doraswami Iyer of Kumara Park, Bangalore and Ammalu Ammal (Mrs. C. Rangacharlu) of Satyalayam, Bangalore (hereinafter called Principals) send greeting.

Whereas we the said Principals are seized and possessed of or otherwise entitled to certain lands and hereditaments in Malabar District and whereas we are residing in Bangalore in the Mysore State and are desirous of appointing a

proper person as our Attorney with such powers and authorities as may be necessary or convenient for enabling him to manage and conduct our property and affairs as effectually as if we were personally present.

Now, therefore, know ye that for effectuating the purpose aforesaid we the said Principals do and each of us doth hereby appoint K. S. Ramaswamy Iyer, Attorney for us and in our names and on our behalf to take possession of let and demise or if he shall think proper to keep in his own hands manage, cultivate and improve our lands and heretaments in the District of Malabar and from time to time appoint any agents to assist him in managing the same with such salaries or allowances as he shall think reasonable and from time to time to displace or remove the persons so appointed.

And also for the purposes aforesaid or any of them in our names and on our behalf to execute and do all such assurances and things as he the said Attorney shall think expedient for granting, demising or letting all or any of the said lands and hereditaments subject to such conditions, rents, covenants and agreements as our said Attorney shall think fit : And also by virtue of any powers reserved to us in and by any leases under which the said premises may from time to time be held or otherwise to enter into and upon the said premises or any part thereof, to view and examine the state and condition thereof and give the proper notices and directions respecting the same ; or if our said Attorney shall deem expedient by entry or otherwise wholly to determine and make void any such lease or leases: And generally to exercise all or any of the powers, rights and privileges, reserved to us in and by any such leases ; And also from time to time for us and in our names or otherwise to receive and recover all the rents and profits which now are or hereafter, shall be due owing in respect of the said lands and hereditaments making such allowances and deductions thereout as may lawfully or reasonably be claimed: And in case of non-payments of all or any part or parts of the said rents, arrears of rent, for us and in our names or otherwise to commence such actions or suits or other proceedings as our said Attorney shall deem proper to compel the payment or the said rents of arrears of rent or to enforce the performance of any convenant or convenants contained in any Indenture of lease granted or to be granted of our said estates or part thereof or to recover possession of the said estates or any part thereof: And also to appear for us in any Court of Law to any action, suit information or complaint that is or shall be brought, commenced or presented against us or whereunto we or either of us shall be parties and to defend the same or thereunto suffer judgment or decree to be had given, taken or pronounced against us by default or otherwise as our said Attorney shall think proper, and to mortgage charge or otherwise incumber all or any part or parts of our said estates : And also if and when our said Attorney shall think expedient for us and on our behalf to sell and absolutely dispose of all or any of our said estates for such prices as to our Attorney may seem reasonable and to convey, assign, transfer or make over the same respectively to the purchaser or purchases thereof : And for all and any of the purposes herein mentioned for us and in our names and as our act and deed to execute and do all such mortgages, conveyances, assurances and things as shall be required and as our said Attorney shall think proper : And for us and in our name, sign and give receipts for all or any the sum or sums of money which shall arise from any such sale or sales as aforesaid or which shall be borrowed by virtue of the powers hereinbefore contained which receipts shall be sufficient discharges to the persons paying the same and shall exempt them from all responsibility in respect of seeing to the application thereof : And generally for us and in our names, and on our behalf to do, perform, execute and accomplish every other act, deed, matter and thing whatsoever which our said Attorney shall think necessary or proper to be done in or about or concerning our said estates as fully and effectually as we might or could do if personally present : And also from time to time to substitute and appoint any person or persons to act under or in the place of the said Attorney in all or any of the matters aforesaid and from time to time every such substitution and appointment at pleasure to revoke.

In witness whereof we the Principals abovenamed do hereby set our hands and seals this 30th day of September, one thousand nine hundred and thirteen

in the presence of Witnesses.

(Sd.) S. S. Rangachar.
(Sd.) வெங்கடராகவாச்சார்.

(Sd.) K. Doraswami Iyer.
(Sd.) அம்மாளம்மாள்

Executed before me. Sd.

Bangalore, 30th Sept. 1913.

Assistant Commissioner, and 1st Class Magistrate, Dodballapur Division, Bangalore District.

NOTE.

The original document is endorsed on a stamp paper of Rupees 5 sold from the Mysore State and a special adhesive stamp of Rupees 5 is affixed on it.

1907.....29 1913..... 907.....
....11—10—13.

(Sd.) M. V. Eswara Iyer,
Vakil.

11—10—13.

District Munsiff's Court, Manjeri.
10th Oct. 1913.

EXHIBIT XLII.

28—9—13.

My dear Nanj,

Herewith the P. A. from Visoo.

As you are meeting Mr. Chandy will you please ask him if he can send one of his Assistant Commissioner Magistrates to Mrs. Rangacharlu's house to-morrow as she has to sign a General P. A. in favovr of Ramaswami in connection with the management of our Nilambur property. About 9 o'clock to-morrow morning would suit. If Kuppanna, C.Srinivasa Iyengar's son is here there would be no need to trouble Mr. Chandy.

I am going to Bowringpet by 11-30 and shall be back evening.

I am sending the P. A. to be signed by Mrs. Rangacharlu and myself. It was drafted by C. S. D. Please see if anything has to be added.

Yours affly.,
(Sd.) K. S. D.

EXHIBIT XLIII.

[Translation]

IN THE COURT OF THE DISTRICT MUNSIFF AT MANJERI.

C. S. No. 673 of 1913.

Plaintiffs—[1] Ammalu Ammal, close relative being grand mother of minor Rangachariar, residing in Bangalore.

[2] Doraswami Iyer, son of Sir K. Seshadri Aiyar of Kumarapuram and Manager of the said family. Their Muktyar, agent of the above members K. S. Ramaswamy Iyer son of the said Sir K. Seshadri Iyer.

Defendants.—(1) Nilakantan Nambudripad alias Murthy Sankaran of Vattakkirvnjedath Kiranjat Manakkal and Uralan of Trikkalayen Devaswam.

(2) Uni Moyan Kutty, son of Unyan Kutty of Kattayad.

(3) Mammeth Kutty of Koyappathody.

Plaint submitted under Section 26 of the Code of Civil Procedure.

I am the Muktyar agent of the plaintiffs and notices, etc., are to be served on mei through Mr. Eswara Iyer Avl., Vakil for the plaintiffs.

1st defendant is a Jenmy living in Vallapuzha Amson desom of Valluvanad Taluk. The 2nd defendant is an agriculturist living in Kodiyathur Amson desom of Calicut Taluk. The 3rd defendant is a trader living in Chaliapuram Amson desom of Errod Taluk.

The plaint:—1. The items shown in the following Schedule are included in the 52 hills of the Matakasseri Pattu Estate which is a Jenmam property of the plaintiffs.

2. The 52 hills included in the said Mattakasseri Pattu Estate together with the low lands which are part thereof and the cottages and other improvements were entrusted by P. Raja Rao, the Muktyar, agent of the ancestors of the plaintiffs to one Chaliyakkulathil Kutty Ammu in accordance with a registered lease deed of the 5th July 1893 and had continued to stand as such.

3. When the Amin proceeded to the spot to effect the eviction of Kutti Ammu, etc., and give possession of the above 52 hills by way of execution of the decree in O. S. No. 437 of 1906 on the file of this Court, he was able to give possession of only 46 out of the 52 hills, as the 1st and 2nd defendants offered obstruction to the delivery of possession of the other 6 hills mentioned in the following schedule and accordingly the Amin made an obstruction report.

4. Again the application submitted to remove the obstruction was dismissed due to the neglect in furnishing any proof and finally a notice was served on the 1st defendant in connection with No. 899 of 1912 requesting this Court to give possession of the items in the Schedule ; it was, however, ordered in the above matter as a result of the fallacious arguments of the 1st defendant that the execution could not be effected and the aforesaid petition we again removed from the file of this Court on the 5th November 1912.

5. The items in the schedule are Jenmam properties of the plaintiffs and the lease deed mentioned in para 2 (supra) was being acted upon, while the defendants had no Jenmam right of any sort whatever with respect of the said items. The Jenmam rights and possession which the defendants profess to have and the documents on which they base the arguments for the same are spurious and not binding either on the plaintiffs or on the items in the schedule.

6. On the strength of the Jenmam rights which the plaintiffs have on the items of the schedule, they have a claim on them and are bound to get them relieved of encumbrances by the defendants.

7. The 3rd defendant is the holder under the 1st defendant.

8. The amount which the Court may fix as the "Pattadayam" of the hill tracts mentioned in the schedule, is also due to us from the defendants and we have a right to get it, and we shall pay the Court fees on the same at the time.

9. Therefore this cause of action arose on the 5th November 1912 when the execution petition No. 899 of 1912 was dismissed and it arose in Pannikode Amsom within the jurisdiction of this Court.

10. The valuation of the reliefs claimed in this suit is Rupees 100-0-0.

Prayer. To declare, that the defendants have no Jenmam right of any sort whatever on the items in the schedule and that they are included in the 52 hills of the "Matakasseri Pattu" Estate belonging to the plaintiffs and that the plaintiffs had and have Jenmam right to those items and finally to give possession of them freed from all encumbrances, by the defendants.

(b) To order the defendants concerned to pay personally and by means of their properties after deduction of the expenses of water and upkeep the amount of "Pattadayam" from the date of delivery of possessions as may be decreed by the Court, the Court fee on the said amount when it is paid, the costs of this suit and the lawful interest on these amounts.

(c) To order such other reliefs as may be deemed proper for these purposes.

The amount of valuation for the jurisdiction of the Court.

Estimated sale price of Jenman Right of Schedule items ... } 100—0—0

SCHEDULE.

* * * * *

(Sd.) K. S. Ramaswami Iyer,
2-10-13.

I declare hereby that all the above matters are true to the best of my information and belief.

(Sd.) K. S. Ramaswami Iyer,
2-10-13.

The Power of Attorney will be produced at the hearing.

Translated by N. Parameswaran.
8-12-1925.

EXHIBIT XLIV.

(Translation.)

IN THE COURT OF THE DISTRICT MUNSIFF AT MANJERI.

O. S. No. 673 of 1913.

Plaintiff :—K. S. Ramaswami Iyer.

Defendants :—V. K. Nilakantan Nambadripad and 2 others.

Petition submitted in the above number by Mr. Eswara Iyer, plaintiff's Vakil and P. V. Ananthan Nair, Vakil for the 1st defendant in accordance with Order No. 23, Rule 3 of the Code of Civil Procedure.

As the case bearing the above No. has been brought to a compromise in accordance with the terms in the affidavits herewith submitted prayer is made for order of removal of the above plaint from the file of this Court and to keep in record the affidavits the plan and the petition herewith submitted.

15th April 1915.

Mis. No. 696 of 1915.
O. S. No. 673 of 1913.

(Sd.) M. V. Erwara Aiyar,
Plff's. Vakil.

(Sd.) P. V. Anantha Nair,
Pleader.

Suit dismissed.

(Sd.) C. R. I.,
Dist. Munsiff.

Translated by N. Parameswaran.

EXHIBIT XLV.

[Translation].

IN THE COURT OF THE DISTRICT MUNSIFF AT MANJERI.

C. S. No. 673 of 1913.

Plaintiffs.—K. S. Ramaswami Iyer, Muktyar, agent of K. S. Doraswami Iyer and another.

vs.

Defendants.—Kiranjat Manakkal Neelakantan Nambudripad, Uralan of Trikalayur Dewaswom and others.

Affidavit jointly submitted by the 1st plaintiff. K. S. Doraswami Iyer and 2nd plaintiff Ammalu Ammal.

Father's name of 1st plaintiff. Sir K. Seshadri Aiyar. Age 40. Caste Hindu Brahmin. Profession Revenue Commissioner. Place of residence, Bangalore. Or Husband's name 2nd plaintiff :—Rangacharlu. Age 70. Caste Hindu Brahmin. Profession Jenmy. Place of residence Bangalore.

In the matter of the plaint of the above No. the plaintiffs and defendants having come to a definite mutual understanding having disregarded all their respective contentions in the suit about the hills and having with the assistance of their respective surveyors prepared a plan fixing the boundaries of each other and having with full consent signed, submit the same herewith. Also it is agreed to make this plan the basis of decision should any dispute arise about the same in future.

The defendants having agreed that the lands marked A and also A/1, A/2, A/3, A/4, A/5, A/6, and lying to the North and West of the red line drawn in Survey No. 243 in the above plan, and which were under contenti o in this suit are items included in the Matakasseri Pattu Hills—belonging to the plaintiffs surrender all possessions and rights, which they contended that they had to the said land, and similarly the plaintiffs having agreed that all lands marked B and also B/1, B/2, B/3, B/4, B/5, B/6 except those marked A and which were in ispute in this suit are included in the hill tracts belonging to the Trikalayur Devaswam surrender likewise all possessions and rights which they had contended that they had to those lands. The plaintiffs and defendants have mutually agreed that the defendants have no possession of any land to the North and West of the boundary line shown in red ink and separating the hill estates belonging to the plaintiffs from those of the defendants, and that the plaintiffs have no possession of any land East and South of the said line in red ink. It is also mutually agreed that each party should bear its cost and to bear any loss that either of them might have sustained by the giving up of any lands in terms of this compromise, and that matter is thus amicably compromised.

2. It is further agreed that there is no dispute between the plaintiffs and defendants about any hills which are not the subject matter of this suit and that neither the defendants have right or possession to Survey Nos. 222, 271, 270, 269, 268 of the above plan nor the plaintiffs have any claim, right or possession to Survey Nos. 242, 285, 244, 247, 249, 257, 259, 261, 262, 265, 284, 287, 286, 281, 282, of the same plan.

These are true. April 12, 1915.

Seal of Bench Magistrate's Court.

(Sd.) K. S. Doraswamy Iyer.
(Sd.) Ammalu Ammal.

Solemnly affirmed and signed before me.

(Sd.) B. Sreenivasa Rao,
Chairman.

Translated by N. Parameswaran.

12-4-1915.

EXHIBIT XLV (a)

(Plan annexed to Ex. XLV.)

EXHIBIT XLVI.

Bangalore,
14-9-14.

My Dear Ramaswami,

You promised to get me some locks. Do you recollect ? When are you likely to send them.

Raju was here the day before yesterday and showed me some of the Nilambur correspondence. Of course it is best to pay Sundara Iyer something and get the property into our hand, instead of seeking a long litigation. I am

hoping that he will come round and agree to reasonable terms. Raju knows that a compromise is about the best thing as thereby we could get to do something with the property and reimburse ourselves.

Nanjappa is on tour. I have had one or two talks with him about the Hyderabad loan and I think he is himself a bit anxious. I hope it won't fall hrough.

Yours affectionately,
(Sd.) Mr. K. S. D.

Raju has applied for leave and will go to Nilambur.
(Sd.) K. S. D.

EXHIBIT XLVII.

IN THE COURT OF THE DISTRICT MUNSIFF OF MANJERI.

Present :—

M. R. Ry. C. R. Venkateswara Aiyar Avergal, B.A., B.L.,
District Munsiff.

Wednesday, the 11th day of April 1917.

Miscellaneous Application No. 1004 of 1916.

Original Suit No. 45 of 1908.

Between

1. Rangachariar, minor by next friend Ammalu Ammal, and 2. Doraswami Iyer, by their Muktiar Agent K. S. Ramaswami Aiyar. } Decree Holder Petitioners.

And

Mr. Sundara Aiyar Counter Petitioner Respondent.

Application Under Order 21, Rule 97, and Section 47, C. P. C. for removal of the obstruction caused by the respondent for the delivery of the properties mentioned in the decree to the petitioners.

This petition coming on for final hearing for Judgment on Monday, the 4th day of April 1917 in the presence of Mr. C. P. Ramaswami Iyer, Vakil, for the petitioner and Mr. V. Raman Menon, Vakil for the Respondent and having stood over to this day for consideration.

It is ordered as follows :—

Exhibit E is copy of the deed of assignment executed by the defendants to Mr. R. Sivarama Iyer. Under it they assigned their interests in the decree to him. Exhibit F is a copy of the surrender deed executed by Sivarama Iyer to to the Counter petitioner. It is dated 23rd May 1910. It clearly shows that Sivarama Iyer surrendered the properties to counter petitioner and that the tenancy was determined. Vide Exhibit G also.

2. Exhibit D is copy of an agreement to mortgage the properties to counter petitioner and another. It is executed by Raja Rao who was the agent of the plaintiffs. It is dated 5th January 1910. Exhibit I is the mortgage deed executed by Raja Rao to counter petitioner in pursuance of Exhibit D. It is dated 25th March 1913. Exhibit F shows that counter petitioners got surrender of the properties on the strength of Exhibit D. It is thus clear that counter petitioner is in possession of the properties as a usufructuary mortgagee. It is admitted that counter petitioner is in possession. He is not a party to the suit or decree in question. It is unnecessary to decide whether Exhibit D and I are invalid or void, in this summary proceeding. I hold that counter petitioner is in possession of the properties as usufructuary mortgagee claiming in good faith to be in possession.

3. Counter petitioner sets up a Saswatham right over the properties That he does not hold in possession of them under the right is clear from

Exhibit F. He came into possession in pursuance of Exhibit D. Hence the truth or validity of the Saswatham right set up by counter petitioner need not be considered.

4. Dismissed. No order as to costs.

5 Petitioners Exhibits.

A letter sent by Messrs. Tasker and Wilson to Mr. C. V. Rangacharlu on 12th March 1881.

A. 1. Memorandum of the title in respect of the suit properties.

10 A. 2. Draft of the letter sent by to C. V. Rangacharlu on 12th March 1881.

A. 3. Letter sent by Sir V. Bhashyam Iyengar to.....on 17th December 1880.

15 A. 4. Letter sent by do. to—on 17th December 1880.

A. 5. Letter sent by do. to.....on 15th October 1881 and 18th December 1880 (Two in number.)

A. 6. Plain paper copy of the decree in O. S. No. 551 of 1840 on the file of Court of Adalath in Zillah Malabar District.

20 A. 7. Plain paper copy of the extract from execution petition register in O. S. No. 551 of 1840 on the file of the Court of Principal Sudder Ameen, Calicut.

A. 8. Plain paper copy of the decree in O. S. 2 of 1858 of the Zilla 25 Court, Calicut, dated 6th September 1861.

A. 9. Plain paper copy of the petition in M. P. 595 of 1886 on the file of the Principal Sudder Ameen, Calicut dated 16th October 1866 and the order thereon.

A. 10. Plain paper copy of the counter-petition in do., dated do.

30 A. 11. Plain paper copy of the sale certificate in O. S. No. 287 of 1851 on the file of the Principal Sudder Ameen, Calicut, dated 5th January 1867.

A. 12. Plain paper copy of M. P. 580 of 1867 on the file of the do., dated 25th July 1867 and the order thereon.

35 A. 13. Plain paper copy of do.

A. 14. Draft prepared for a Power of Attorney by Sir K. Seshadri Aiyar and Mr. C. V. Rangacharlu to Mr. George Noble Taylor, dated.....

A. 15. Letter sent by... ..to Mr. C. V. Rangacharlu on 29th January 40 1881.

A. 16. Letter sent by Sir V. Bashyam Iyengar to Mr. Tasker on 30th December 1880 with the postal cover thereof.

B. Memorandum upon the title to the suit properties prepared by 45 Messrs. Tasker and Wilson.

C. Letter sent by Messrs. Tasker and Wilson to Mr. C. V. Rangacharlu on 17th March 1881.

D. Certified copy of the agreement to mortgage executed by Raja Rao 50 to the counter petitioner on 5th January 1916.

E. Certified copy of the deed of assignment executed by defendant to Mr. R. Sivarama Aiyar on 2nd May 1910.

F. Certified copy of the surrender deed executed by Mr. R. Sivarama 55 Iyer to the counter-petitioner on 23rd May 1910.

G. Certified copy of the affidavit filed by Mr. R. Sivarama Iyer in O. S. 45 of 1908, dated 6th June 1910.

H. Certified copy of M. P. 1075 of 1910 on the file of this Court dated 60 9th June 1910 and the order thereon, dated 20th June 1910.

J. Certified copy of M. P. 1306 of 1910 on the file of this Court, dated 29th June 1910 and the order thereon, dated 24th September 1910.

K. Certified copy of the affidavit filed by 2nd defendant in O. S. No. 45 of 1908 in his own capacity and as Muktiar of defendants 4 to 12 therein on 26th June 1910.

L. Certified copy of the affidavit filed by Mr. R. Sivarama Iyer in O. S. No. 662 of 1910 on 19th October 1910.

M. Certified copy of M. P. 1638 of 1910 on the file of the Calicut Sub-Court and the order thereon, dated 21st October 1910.

N. Certified copy of the decree in A. S. 662 of 1910 on the file of the Calicut Sub-Court, dated 9th December 1919.

O. Certified copy of order for finding in S. A. 1084 of 1911, dated 13th March 1915.

P. Certified copy of M. P. 1742 of 1910 on the file of the Principal District Munsiff of Calicut, dated 27th July 1910 and the order thereon.

Q. Certified copy of the affidavit filed by M. R. Sundara Iyer in M. P. 732 of 1910 on the file of the Principal District Munsiff of Calicut dated 26th July 1910.

R. Certified copy of the Judgment in S. A. 1084 of 1911, dated 3rd December 1915.

S. Certified copy of the Power of Attorney granted by Ammalu Ammal and Doraswami Iyer to Raja Rao on 23rd October 1913.

T. Power of Attorney by Sir K. Seshadri Iyer and Mr. C. Rangachariar to Raja Rao on 1st March 1892.

V. Registered Kachit executed by the counter petitioner to Raja Rao on 25th March 1913.

W. Certified copy of the affidavit prepared to be filed by Raja Rao and Mr. R. Sivarama Iyer in S.A. 1084 of 1911, dated 26th March 1913.

Counter petitioner's Exhibits.

I. Registered panaga karar executed by P. Raja Rao to the counter petitioner on 25th March 1913.

II. Certified copy of the Judgment in referred case No. 5 of 1916 on the file of the High Court of Judicature at Madras, dated 11th October 1916.

(Sd.) C. R. Venkateswara Iyer.
Dist. Munsiff.

EXHIBIT XLVIII.

IN THE SUBORDINATE JUDGE'S COURT OF SOUTH MALABAR, CALICUT.

Original Suit No. of 1917.

Plaintiffs.—1. K. S. Ramaswami Iyer. 2. C. V. Rangacharlu.

Vs.

Defendants:—M. R. Sundara Iyer (adjudged insolvent) by I. P. No. 9 of 18 represented by the Official Receiver of South Malabar as per order in I. A. No. 549 of 18, dated 21—12—12 Supl. 2. M.R. Sivarama Iyer represented by the Official Receiver. 3. M. R. Sivarama Iyer's son Ramakrishna (minor), 4. M. R. Subbarama Iyer 5. M. S. Ramakrishna Iyer, (son of 1st defendant) 6. M. S. Subramania Iyer (minor). 7. M. S. Sivarama Krishnan (minor). 8. M.K. Ramakrishna Iyer (minor son of M. R. Krishna Iyer). 9. M. S. Ramakrishna Iyer (minor 10. K. S. Appa Patty added as per order on I. A. 550 of 18, dated 21-12-18.

The plaintiffs abovenamed beg to state as follows :—

K. S. Ramaswami Iyer, the 1st plaintiff is residing at Girgaum, Bombay and is managing Aurangabad Mills, Ltd. He sues as the managing member of the joint family composed of himself and the nephews, the sons of his deceased brothers K. Krishna Iyer and K. S. Viswanatha Iyer respectively, the property specified therein and all rights therein having belonged to the said joint family whereof K. Doraswami Iyer as the eldest male member was manager until his death on or about the 22nd day of September 1917.

The 1st plaintiff is the eldest male adult member representing an undivided Hindu Co-parcenary entitled to the possession of the plaint properties. Mr. Rangacharlu the 2nd plaintiff is a landlord, residing at Satyalayam, Bangalore.

The address of the plaintiffs for service of all notices and processes is through their Vakils at Calicut.

2. M. R. Sundara Iyer, the defendant is a First Grade Pleader, till recently under suspension, and resides at Manjeri.

3. The properties consisting of 5 hills known as Punjakalli, Vattikallu, Kenniambara, Erathamavu and Parappa Kalli situate in Ernad Taluk within the sub-district of Wandoor and Registration District of Malabar, containing forests with teak and other valuable timber trees and more particularly described in the schedule hereto were originally purchased by the paternal uncle of 1st plaintiff one K. Venkatasubba Iyer deceased in or about the year 1866 and he in 1871 canveyed a 3/4th interest therein to the paternal grand-father of the 2nd plaintiff who alone is now entitled to the said interest in the properties as the only surviving number of the co-parcenary of his grand-father.

On the death of K. Venkatasubba Iyer in 1872 his undivided brother, the late Sir K. Seshadri Iyer, became entitled to 1/4th share in the said properties by survivorship as the said Venkatasubba Iyer died without leaving any male issue. On the death of the late Sir K. Seshadri Iyer in 1901, the 1st plaintiff, K. Doraswami Iyer K. Krishna Iyer and K.S. Viswanatha Iyer as surviving male members of the undivided family composed of themselves, their children and their father the said Sir K. Seshadri Iyer, became entitled to the ownership possession and management of the said properties inter alia. On the death of K. Doraswami Iyer, K. Krishna Iyer and K. S. Viswanatha Iyer the 1st plaintiff has become the present managing member of the said family.

5. On or about the 16th December 1887 the said Sir K. Seshadri Iyer, the father of the 1st plaintiff and C. V. Rangacharlu the father of the 2nd plaintiff together executed a Karar in favour of one N. Krishnaswami Rao and obtained from him a Kari Chit executed and registered on the same date. The said Karar empowered among other things the said K. Krishnaswami Rao to cut trees and bamboos in the said forest and the plaintiffs crave leave for better certainly to refer to the said Karar as and when produced and pray that the same may be read as part and parcel of this plaint. Under the said Karar the said K. Krishnasami Rao entered into possession as tenant of the said properties and on or about the 1st November 1888 he conveyed his rights to one Kadir Haji son of Abdur Rahiman. As the term of Karar in respect of the said properties expired in 1907, the 2nd plaintiff who was a minor then acting through his next friend Ammalu Ammal and the deceased K. Doraswami Iyer the deceased brother of the 1st plaintiff instituted O. S. No. 45 of 1900 on the file of the District Munsiff's Court, Manjeri, for recovery of possession of the said properties, for damages, for arrears of pattam and other reliefs. The said suit was instituted not only against the assignee from K. Krishnaswami Rao but against certain others who claimed to be entitled to remain in possession of the said properties not only as against the 1st and 2nd defendants therein but as against the plaintiffs therein also.

6. On the 18th March 1909 a decree was passed in favour of the plaintiffs therein for the possession of the plaint properties on payment into Court of Rs. 3,724-11-11 being the value of improvements adjudged to be payable to the 1st and 2nd defendants therein. It was also held that the 3rd defendant's contention therein as to his right to possession was false and that 1st and 2nd

defendants therein were in possession of these properties under the Karar, dated 15th December 1887. The plaintiffs crave leave to refer to the judgment and decree in the said suit and pray that the same may be read as part and parcel of this plaint.

Throughout the said proceedings and even prior thereto, the next friend of the 2nd plaintiff Ammalu Ammal and the said K. Doraswami Iyer the brother of the 1st plaintiff on behalf of his family acted through one Raja Rao who held a Power of Attorney from them executed in or about the year 1903 solely for the purpose of managing the aforesaid properties with power to sue for and recover arrears of rent, etc.

8. On the 23rd April 1909 the said Raja Rao acting on behalf of the plaintiffs in the said suit filed an application for execution of the said decree and in the said application it was prayed that the defendants be directed to deliver possession of the said properties in the said suit as the amount of the value of the improvements was deposited in the said Court as directed by the said decree. The said Raja Rao engaged the services of the defendant M. R. Sundara Iyer as Pleader to act for him in the said proceedings in execution and the value of improvements was deposited in Court through him. A Vakalat was executed in his favour on the 8th June 1909 authorising him to act for the plaintiffs in the said suit. Pending the said application Raja Rao, the agent of the plaintiffs in the said suit purported to execute a Karar on the 5th January 1910 whereby the defendant as the agent of the plaintiffs in the said suit agreed to deposit the value of improvement in Courts and undertook to take a mortgage of the properties to secure payment of moneys so to be advanced by him after obtaining possession from the defendants therein in execution of the decree. In the meantime, the defendants therein, having objected to the value of the improvements in the original decree applied for the issue of a fresh commission to re-asses the value of the said improvements and on the 23rd April 1910 and a revised decree was passed whereby the defendants therein were given Rs. 9,898-1-0 as being the value of improvements.

9. The plaintiffs charge that Raja Rao the agent of the plaintiffs in the said suit was not empowered to mortgage or to agree to mortgage the plaint properties that the Karar, dated the 5th January 1910 was beyond the scope and authority of the said agent, that the plaintiffs were not aware of the said agreement to mortgage nor was their consent obtained by the said Raja Rao, that the agreement could not bind the 2nd plaintiff who was then a minor nor the family of the 1st plaintiff even if executed by the 1st plaintiff in O. S. No. 45 of 1908 and the next friend of the 2nd plaintiff therein, that the plaintiffs never acquiesced in the said transaction, that in any case the Karar itself only empowered the defendant to take possession after the same was obtained by the plaintiffs by way of execution and submit that the Karar is not binding on the plaintiffs or any one of them and that the same is wholly void and inoperative for the purpose of binding the plaintiffs' interest in the said properties. The plaintiffs also submit that the defendant having acted as the legal adviser of the agent of the plaintiffs to proceed with the execution in the said suit is not entitled to claim any right under the deed aforesaid. The plaintiffs further charge that the defendant taking advantage of his position as legal adviser and also acting in collusion with the agent of the plaintiffs in the said suit purported to enter into the said transaction with a view to defeat the rights of the plaintiffs that the possession obtained by him was upon a proper construction of the said Karar, only on behalf of the plaintiffs in the said suit, that he was not entitled to the possession of the said properties until after execution and after delivery of possession of the same to the plaintiffs and submit that the defendant is not entitled to get possession of the said properties before the same is handed over to the plaintiffs.

10. On the 2nd May 1910 the defendants in the said suit transferred their rights as tenants to one Sivarama Iyer, the brother of the 1st defendant herein. The plaintiffs are informed and believe the same to be true that the said transaction was brought about by the defendant himself acting as the legal adviser of the plaintiffs in the said suit and informed of the rights of the said plaintiffs so as to complicate the transactions and eventually to profit himself.

11. On the 23rd May 1910 the said Sivarama Iyer is alleged to have

executed a deed of surrender in favour of the defendant whereby the defendant was empowered to retain possession of the said properties on behalf of the plaintiffs in the said suit.

12. Nevertheless on the 6th June 1910 the said Sivarama Iyer applied to be brought on record as assignee decree holder but the application was dismissed on the 20th June 1910. On the 29th June 1910, however, he applied to have satisfaction entered up of the decree in the said suit and the same was recorded as satisfied on the 29th June 1910.

13. An appeal was preferred by the said plaintiffs in the Subordinate Judge's Court of South Malabar at Calicut against the revised decree and judgment passed on the 23rd April 1910. One of the grounds raised in that appeal by the agent of the said plaintiffs was that the defendants misbehaved himself in the conduct of the proceedings before the District Munsiff's Court and that the value of improvements awarded was excessive. On the 9th December 1910 the said appeal was dismissed with costs on the ground that the remissness of the Vakil was no ground for appeal.

14. Pending the appeal, Sivarama Iyer, the brother of the defendant got himself brought on record as assignee decree-holder (on the 19th October 1910) in spite of the surrender, and by the decree in the appeal it was directed that he was entitled to the value of the improvements. The plaintiffs submit that Sivarama Iyer was put forward by the defendant himself in these proceedings so as to enable him as an independent party to claim against the plaintiffs the value of improvements.

15. A second appeal was preferred to the High Court of Judicature at Madras from the said decree of the appellate Court on the 19th April 1911 and while the same was pending and on or about the 25th March 1913, Raja Rao, the agent of the plaintiffs in the said suit acting in fraudulent collusion with the defendant executed a deed of mortgage in favour of the defendant whereby the said Raja Rao purported to mortgage with possession the said properties and further to hypothecate another property belonging to plaintiffs and not comprised herein.

16. On the 26th March 1913 the defendant got his brother Sivarama Iyer and the agent of the plaintiffs Raja Rao to swear to an affidavit stating that all the matters connected with the second appeal were compromised and that the plaintiff's appeal should be withdrawn. The said affidavit was sent over to the appellant's Vakil in Madras but the same was not filed as the Vakil who appeared in the second appeal thought that the matter was suspicious and not made in the interests of the appellants.

17. The plaintiffs charge that Raja Rao had no authority under his Power of Attorney or otherwise to execute the mortgage referred to above in favour of the defendants, that the said mortgage deed was brought about fraudulently and collusively by the defendant with the plaintiffs' agent that in any case the said mortgage was brought about expressly so as to form part of a compromise intended to be filed in the said second appeal pending in the High Court of Judicature at Madras, that the deed itself clearly shows that the mortgage contemplated should only form part of the compromise and that the deed itself should have effect only after the compromise was reported to the High Court and the appeal withdrawn that the said compromise was not reported to Court that the compromise itself was invalid and not binding on the plaintiffs and the plaintiffs submit that the several transactions entered into by the defendant with the agent of the plaintiffs and which culminated in the execution of the deed of mortgage are wholly vaid and imperative as against the plaintiffs, and that defendants cannot claim any rights under the deed of mortgage and that the possession of the defendant has been unlawful and mala fide throughout or on behalf of the plaintiffs themselves. The plaintiffs further submit that the deed itself is void and not binding on the plaintiffs in as much as the same was brought about while the Second Appeal was pending. The plaintiffs also submit that the mortgage would not be beneficial to the family of the 1st plaintiff or

that of the 2nd plaintiff and that the next friend of the 2nd plaintiff and the 1st plaintiff and the late K. Doraswami Iyer could not have themselves validly executed the same so as to bind either the former's family or the latter under the Hindu Law.

18. On the 1st September 1914 when the Second Appeal came on for hearing the affidavit filed by the plaintiffs' agent regarding the conduct of the defendant was forwarded to the District Munsiff of Manjeri for enquiry into the allegations made therein and report, the District Munsiff submitted his report on the 11th November 1914 and when the appeal again came on for hearing on the 30th March 1915 the question as to the value of improvements was referred to the Subordinate Judge of Calicut for a finding. In compliance with the said order the Subordinate Judge at Calicut submitted his findings on the 4th September 1915 to the effect that Rs. 8,943-4-2 was payable by the plaintiffs asvalue of improvements to Sivarama Iyer. When the appeal came on for final hearing it was decreed that the amount awarded for improvements should be Rs. 9,498-1-0. The plaintiffs state that after the said final decree in the 2nd appeal they deposited in Court the said sum of Rs. 1,498-1-0 and applied for execution on the 14th April 1916. On the 21st April 1916 the defendant relying on the fact that his brother Sivarama Iyer had surrendered all his rights to himself, objected to the execution on the ground that he was a tenant in possession of the said properties that he was also the mortgagee of the said properties from ths said Raja Rao and that he was also holding a portion of the said preperties under Sasvatham tenure from the predecessor in title of the original owner K.VenkatasubbaIyer. The said application came on for hearing on the 2nd and 3rd April 1917 and by the order in M. P. No. 1004 of 1916 on the file of the District Munsiff's Court at Manjeri and by the Judgment delivered on the 11th April 1917 the learned District Munsiff held that the defendant counter petitioner in the said proceedings purported to hold and could hold these properties solely as usufructuary mortgage under the deed executed by the agent of the plaintiffs and that it was unnecessary for him in the summary proceedings to consider the validity or otherwise of the mortgage. He also held that inasmuch as the defendant held these properties under the deed of mortgage aforesaid it was unnecessary for him to consider whether the Sasvatham right set up by the defendant was true or not but he nevertheless held that the defendant did not hold the said properties qua tenant, inasmuch as the tenancy had long ago been determined both by reason of Sivarama Iyer's surrender and by reason presumably of the record of satisfaction of the decree aforementioned.

19. The plaintiffs charge that from the commencement the several transactions entered into between the plaintiffs' agent Raja Rao and the defendant were fraudulent and collusive, that the same were brought about with a view to defraud the right of the plaintiffs in the said properties, that Raja Rao had no authority expressed or implied to mortgage the said properties to the defendant, or to any one else, that the agreement to mortgage was brought about while the Original Suit No. 45 of 1908 was pending and was invalid in law, that the mortgage deed itself was executed while the 2nd Appeal in the High Court was pending, that the terms or any part thereof were never acted upon either by the defendant or by the plaintiffs' agent, that inasmuch as the deed was only delivered as an escrow no obligations could arise under the same andsubmit that they are entitled to the possession of the said properties free of all encumbrances whatsoever and that they are also entitled to a declaration that the agreement to mortgage and the mortgage itself cannot have any valid and binding effect on the rights of the plaintiffs in the said properties as being entirely void and inoperative and that the plaintiffs are under no obligation to treat the same as of any legal force.

20. The plaintiffs further charge that the whole of the said transactions were tainted with fraud and collusion and against public policy, that the documents executed by the agent of the plaintiffs are absolutely void and of no binding effect on the plaintiffs and submit that the defendant is liable to be evicted from the said properties.

21. The plaintiffs further submit that for the reasons stated above the

defendant cannot claim any title to the said properties or right to retain possession of the same.

22. The plaintiffs also charge that Raja Rao executed the said deeds for purposes not binding on the plaintiffs, that he has exceeded his powers as agent in executing these deeds and submit that the same cannot affect his rights of the plaintiffs to possession and enjoyment of the said properties.

23. The plaintiffs further charge that the defendant obtained possession of the said properties originally acting as the legal adviser of the plaintiffs and as their agent and solely by virtue of the agreement to mortgage, dated 5th January 1910, that upon a proper construction of the said Karar his possession could only have be been possession on behalf of the plaintiffs, and that the defendant never having surrendered possession in that capacity to any one entitled to obtain the same, his possession must be construed to have continued not as adverse to but as permissive from the plaintiffs, and submit that they are entitled to the delivery of possession of the said properties, and that the defendant should be made liable to account to the plaintiffs for profits from the date of his possession until the date of delivery of possession to the plaintiffs. The plaintiffs are willing to submit to any terms that this Honourable Court may fix with reference to the return of any money actually due and payable to the defendant.

24. The plaintiffs further charge that the 1st plaintiff or his brothers or any of them when alive and the next friend of the 2nd plaintiff themselves could not have consistently with their powers as manager of a Hindu coparcenary and guardian respectively delegate their functions to the said Raja Rao for the purpose of bringing about any such mortgage as aforesaid, that in any case the said Raja Rao went beyond his powers in entering into the said several transactions and submit that the said transactions are wholly void and inoperative as against the plaintiffs.

25. The plaintiffs estimate the value of their relief claimed at Rs. 20,000 for the purpose of jurisdiction and Court fees, including mesne profits and also such damages as may be granted by the Court for wrongful acts of possession on the part of the defendant including the felling or removing of timber in regard to which the plaintiffs pray for an enquiry by this Honourable Court. The plaintiffs will pay the additional Court fee due thereon and the plaintiffs are also willing to pay any additional Court fee that may be directed by this Honourable Court to be paid under any other head.

26. The cause of action arose where the properties are situate and on the date when the value of the improvements was first deposited in Court and on the date when the tenancy terminated, namely, 23rd May 1910 and finally in or about September 1914 when the plaintiffs for the first time became aware of the terms of the said deed of mortgage and of the details of the antecedent transactions culminating in the same. The suit is not barred by limitation on this account and because in the circumstances that have happened it is unnecessary for the plaintiffs to recognise or seek to set aside the said mortgage the same being wholly void and not merely voidable.

27. The plaintiffs therefore pray :—

(a) That it be declared that the 1st plaintiff in his capacity as manager of his joint undivided Hindu family and the 2nd plaintiff are entitled to possession and enjoyment of the same.

(b) That if necessary it be declared that the deeds, dated 5th January 1910 and 25th March 1913, are wholly void and not binding on the plaintiffs and cannot confer any rights on the defendants over the said properties.

(c) That the defendant be directed to deliver possession of the said properties to the plaintiffs that an account may be taken of the mesne profits realised by the defendant and of the damages sustained by reason of the defendants' said wrongful acts and wrongful possession, that the same may be ascertained and paid over to the plaintiff, and that the defendant be decreed to pay the costs of this suit.

(d) That such further or other reliefs may be granted as to this Honourable Court may seem just.

Valuation Rs. 20,000 as stated in paragraph 25 supra.

I, K. S. Ramaswami Iyer, the abovenamed 1st plaintiff, who is also the Mukthiar of the 2nd plaintiff do hereby declare at Madras that out of the facts above stated those contained in paragraphs 1, 2 and 10 are true to my knowledge and those contained in paragraphs 3 to 17 and 25 are true to the best of my information and belief.

(Sd.) K. S. Ramaswami Iyer.

SCHEDULE.

Immovable properties known as Punchakolli Mala, Vittikalle Mala, Kanniampara Mala, Eratte Mavu Mala and Parappa Kulli Mala, situate in the District of South Malabar, Sub-District of Wandoor, Ernad Taluk, Nilambur Amsom, Nilambur Desa, bounded on the east by Alakkul Alu Amapura alias Chola Para, Vellimuti alias Chonia Karna Mala and Parappa Shire Peck alias Anamudi, South by Koram prozha river, on the west by Pume, Puzha and on the North by Punna Puzhand Anakkal "tholu" (Channel) alias Cheruvellam Thota measuring east to west 5 miles, north to south 6 miles. No survey number shown as the properties are not surveyed. (Sd.) K. A. S.

(Sd.) K. A. Sivarama Iyer,
Plaintiff's Vakil.
5-11-17.

SUBORDINATE JUDGE'S COURT OF SOUTH MALABAR, CALICUT.

O. S. No. 34 of 1917.

Presented in time and stamped aright—may be filed.

(Sd.) P. A. Harihara Iyer,
Shiristadar.

Transferred to Temporary Sub-Court for disposal.

(Inld.) P. S. S. I.,
Subordinate Judge,
5-11-17.

Received by transfer—Registered as O. S. 13 of 1917 of this Court and posted to 8-12-1917 for first hearing.

(Inld.) K. A. K.,
Sub-Judge.
7-11-17.

Received back by transfer and registered as O. S. No. 21 of 19.

EXHIBIT XLIX.

(On fifteen rupees stamp paper.)

Two years after this date, the 18th day of November 1913, we the undersigned jointly and severally promise to pay C. P. Rangaswami Iyengar or order the sum of Rupees three thousand (Rupees 3,000) with interest at nine per cent per annum for value received in cash.

Bangalore,
18th November 1913.

(Sd.) C. V. Rangacharlu.
(Sd.) K. Doraswami Iyer.

Witnesses:—

(Sd.) C. K. Srikanta Iyer.
(Sd.) C. Rajagopalacharlu.
(Sd.) அம்மாளம்மாள்.

Received Rupees Three Thousand principal and interest four hundred and ninety-five due up to 18th November 1915 from the date of pronote and duly cancelled this pronote.

(Sd.) C. P. Rangaswami Iyengar.
21-9-1915.

EXHIBIT L.

Bangalore,
18-4-1917.

My dear Ramaswami,

Your telegram. Sorry Manjeri case has been decided against us. I am sorry I am unable to send you the Rupees 1,000 that is required for filing a suit for the cancellation of the mortgage. But why have you wired to me instead of to Nanjappa and Rajoo ? I have replied to your wire suggesting that you wire to them. I am sending them your telegram. When are you returning here ? Rangaswami was just here and showed me your telegram to send you a Power of Attorney to file the suit. He said that there was the money 8,000 odd deposited in the Court which could be available now and you want only 1,000.

Yours affly.,
(Sd.) K. Doraswami Iyer.

EXHIBIT LI.

IN THE COURT OF THE DISTRICT MUNSIFF OF MANJERI.

Present:—

M. R. Ry. T. G. Ramaswami Iyer Avl., B.A., B.L.,
District Munsiff.

Monday, 31st day of March 1913.
Original Suit No. 132 of 1912.

Between—

Plaintiffs:—1. Bangalore Raghavachariar Avargal's son Rangachariar, (minor) by his next friend and grandmother Ammalu Ammal. 2. Kumarapuram Gramom Sir K. Seshadri Iyer's son Doraiswami Iyer Avergal, (manager of the family) by their Mukthiar P. Raja Rao.

and

Defendants:—1. Vayalil Kunhali. 2. Malakkaran Varikkakkil Raman Muthan. 3. Chalikolathil Mammad. 4. Naripatta Mamil Kuttiassan. 5. Pottanomehali Kunhalan.

This suit coming on for final hearing on Friday the 20th day of February, and Tuesday the 4th Saturday the 15th and Wednesday the 19th days of March 1913, in the presence of Messrs. V. Rama Menon and M. V. Easwra Iyer, Vakils for the plaintiffs, of Mr. R. Sundara Iyer, Vakil for defendants 1 and 4 and of defendants 3 and 5 in person and the 2nd defendant not appearing either in person or by Vakil and having stood over to this day for consideration, the Court delivered the following:—

Judgment :—This is a suit for a perpetual injunction restraining the defendants from interfering with the plaintiffs' hills mentioned in the plaint schedule from cutting any trees therefrom and from making preparations for raising punam crops therein and also to recover rupees 50 in the shape of damages for having unlawfully cut and removed certain trees from those hills.

2. First defendant states that this suit is bad for misjoinder of causes of action, that he has not cut and removed any trees from the plaintiff's hills, that this suit for injunction alone without asking for a relief for possession of the hills is not maintainable, that he has not committed any damages and that the price of timber claimed in the plaint is not correct.

3. Defendants 3 and 4 state that they have not cut any trees from the plaint hills and that the plaintiff is not entitled to any relief against them.

4. 5th defendant also states that he has not cut any trees from the hills mentioned in the plaint or made any preparations for raising punam crops therein.

5. Second defendant is declared ex parte.

6. The following issues were framed in the suit :—

I. Whether the suit is bad for misjoinder of causes of action ?

II. Whether the first defendant has cut and removed any trees from the plaintiff's forests, and if so what is the value of the trees cut by him ?

III. Whether the suit for injunction alone without asking for a relief for possession is maintainable ?

IV. Whether the first defendant has committed any and what damages? Additional.

V. Whether the 4th defendant is liable?

7. The late Raghavachariar and the late Sir K. Seshadri Iyer, Dewan of Mysore, were owners of a range of 52 hills known by the name of Matakasseri pattu (Exhibits A to D) that name taking its origin from the name of its original owner Matakasseri Moosad. The rights of the original owner Matakasseri Moosad were sold in execution of decree in Original Suit No. 22 of 1877 and purchased by one Thiruvalur Nambudry who obtained possession of all these hills in execution of the sale certificate (Exhibit A.) This right became subsequently vested in the late Raghavachariar and the late Sir K. Seshadri Iyer (Exhibits B to D). They leased the properties through their Mukthiar agent Raja Rao to one Kuttiammu in 1893 (Exhibit E.) On the basis of this Pattomchit Exhibit E. the Mukthiar Raja Rao obtained a decree for possession of all these hills in Original Suit No. 437 of 19 6 (Exhibit F) and in execution of that decree he obtained actual possession in November 1907 (Exhibit G). This Mukthiar Raja Rao was himself managing these properties and was in possession on behalf of the owners, i.e., the heirs of the late Raghavachariar and the late Seshadri Iyer (vide copy of Mukthiarnama (Exhibit U). While he was thus managing these hills it is alleged that the defendants cut and removed some trees from some of these hills. So the Mukthiar brings this suit for an injunction restraining the defendants from entering into these forests and for some damages caused by the defendants on account of cutting and removing some timber from some of these hills.

8. First defendant admits that a few trees were cut by him from some of the hills but he says that those hills form part of his pathiriyam patta mala over which he has acquired a melpanayom right from their owner the Pathiriyam Nair in 1803 (1907–08 Exhibit V). So the question for determination is whether the hills from which the first defendant cut some trees form part of his Matakasseri Pattu or from part of the first defendant's pathiriyan pattu.

9. A commission was issued to take a plan of the disputed plots from where some timber has been cut by the first defendant. The plan is marked as Exhibit T. Both the parties took some objection to the plan but no clear evidence was adduced in support of their objections. So we may take that the plan Exhibit T is a correct one. Plots A, C, D, and F to N, are the disputed mala. It will be seen from the Commissioner's damages account that trees were cut from these malas. We have to see whether these disputed plots A, C, D, and F to N form part of the plaintiff's Matakasseri Pattu or form part of the first defendant's Pathiriyan Pattu.

10. Both these ranges of hills Matakasseri Pattu and Pathiriyan Pattu had been leased by their respective owners Matakasseri Moosad and Pathiriyan Nair in favour of one Iron company in 1021 Edavon (1846 May—June). Exhibit H is the karar in respect of the plaint hills Matakasseri Pattu. Exhibit 1 is the copy of the Karar in respect of the first defendant's Pathiriyan Pattu. It will be seen from the documents that the entire Matakasseri Pattu was in Panikode Amsom and that the entire Pathiriyan Pattu was in Thiruvambadi Amsom. Now it is admitted that under the recent settlement the disputed hills are all in Pannikode amsom and desom. By a comparison of the commissioner's plan with the plan of Panikode desom attached to the A register Exhibit XX, and also with the plan of Anayankunnu desom attached to the A register, Exhibit XXI, it will be clear that the disputed properties from survey numbers 273,272,274,275, and those lying eastward of these. All these survey numbers are registered in the name of Mysore Dewan Seshadri Iyer (see Exhibit XX.) We thus see that the disputed

plots are still in Pannikode Amsom under the recent settlement as they originally were and that they are registered in the name of the plaintiff's ancestors. So prima facie plaintiff has shown good title in respect of the disputed plots.

11. The case for the first defendant is that under the recent survey and settlement portion of the original Thiruvambadi Amsom was taken to the present Pannikode desom and that consequently the disputed plots came to be surveyed as part of the present Pannikode Amsom. Beyond this mere assertion there is absolutely no clear evidence in support of the first defendant's theory that a portion of Thiruvambadi was taken to Pannikode under the recent settlement. If this were true, this could have been proved with unimpeachable documentary evidence kept in the Revenue offices. But the first defendant has not made any attempt to produce such documents; on the other hand it will be seen from the Revenue A registers filed in the case that no portion of the original Thiruvambadi Amsom [now it is known as Kumaranallur taking its name from one of the desoms originally forming part of the Thiruvambadi desom] was taken to the present Pannikode Amsom. Exhibits XXI and K, the A register of Anayankunnu and Alliyil desoms respectively show that the old Thiruvambadi Amsom is formed of the present Thiruvambadi, Koopa-Kauchi, Anayankunnu, Kumaranallur, Manakkattpuram, Cherupara and Alliyil desom (see page 1, para 3). All these 7 desoms now form the Kumaranallur Amsom. So it is clear that no part of the original Thiruvambadi Amsom was taken to the present Pannikode amsom. Thus we see that the first defendant has not shown prima facie that the disputed plots form part of his Pattirayanpattu. It will be seen from Exhibit K (the A register for Alliyil desom) that the Pattirayanpattu is in Alliyil desom (Survey Nos. 92 to 98) which lies to the northern side of Pannikode desom.

12. We may next consider the boundaries shown in the several documents filed by the parties. We shall first take the case of the first defendant.

13. The earliest document is Exhibit I, the copy of the Karar to the Iron Company. One of the eastern boundaries shown for the first defendant's Pathiriyan Pattu shown in Exhibit I is Mundamala belonging to Matakasseri Moosad. It is admitted by the first defendant that the Munda Mala is Survey No. 280 in Pannikode Amsom. By a reference to the place of Pannikoda desom in Exhibit XX it will be seen that Survey No. 279 forms the eastern boundry of Survey Numbers 274, 277 and 278 in which, as already stated, the disputed properties are included. So it is argued for the first defendant that the disputed properties are included in Exhibit I. But the southern boundary is also shown as Munda Mala belonging to Matakasseri Moosad. That clearly shows that the Pathiriyanpattu included in Exhibit I lies north of Survey Number 280. There is no foundation for the defence theory that the Mundamala shown as the southern boundary is plot Q in the plan. The Karars Exhibits O and P show that Madakasseri Mundamala must be on the eastern side. The fact that the same name "Madakasseri Mundamala" is used for both the eastern and southern boundaries without any other description also shows that, the same property (survey number 280) was meant. The western boundary shown is Patakkampoyil Paramba, that is, the parmba lying north of Survey No. 103 in the commissioner's plan (north of C.) So from the southern and western boundaries shown in Exhibit I, it is clear that the Pathiriyan pattu mala lies to the north to the Madakaserri (including the disputed property) as marked in the Commissioner's plan and to the east of the Palakampoyil Paramba. The fact that Mundamalla is shown as the eastern boundary would support the plainttff's case rather than defence case.

14. The Iron Company surrendered their rights to the Pathiriyan Nair in 1052 (1876–77) under Exhibit XXIII. In this document also the same boundaries as in Exhibit I are shown. The next documents in respect of these Malas are Exhibits II and III executed on the same day in 1072 (1896–97). It is alleged that Exhibit III is in respect of the disputed properties and that Exhibit II is in respect of the remaining portions of the Pathiriyan pattu lying on the eastern and northern sides. No doubt an attempt has been made to introduce new boundaries in Exhibit II and III in order to take in the remaining disputed plots also. But we must be guided only by the boundaries shown in

the early documents, Exhibit I and XXIII having regard to the fact that quite a different set of boundaries are given in the recent Melpanayom deed Exhibit V in favour of the first defendant.

15. Exhibit is X in respect of Thazhe Palakkanpoyil marked as 103 in the plan north of C. The southern boundary shown in this document is Pathiriyan pattu. By a comparison of the Commissioner's plan with the plan of Pannikode desom attached to Exhibit XX and that of Anayan kunu desom attached to Exhibit XXI, it will be seen that the southern boundary of 103 in Thazhe Palakkanpoil is survey 274 in Exhibit XX. That is also known as Pathriyan pattu mala (see the detailed list of names). So it is quite possible that the Pathriyan pattu shown as the southern boundary in Exhibit X is with reference to Survey No. 274 also known as Pathiriyan pattu mala.

16. So from the documents produced by the defendants his case that the disputed plots form part of his Pathiriyan pattu mala has not been satisfactorily proved.

17. We may next consider the boundaries shown in plaintiff's documents. In the earliest registered karar to the Irom Company, Exhibit H, the eastern boundary shown is Mathilapara which is survey No. 284 being the westernmost extremity of Pannikor (see plan attached to Exhibit XX). The southern boundary is Chal, Theyyankandom, etc. A plan of the entire range of hills belonging to the plaintiff was prepared in O. S. No. 437 of 1906 by the very same Commissioner. Mr. Theyyan Menon who prepared the present plan Exhibit IV is the copy of that plan. The boundaries of the 52 hills belonging to the plaintiffs are marked in this plan. They all agree with the boundaries shown in Exhibit H. The southern boundary shown clearly shows that the plaint properties are included in the plaintiff's Matakasseri ranges. The northern boundary shown in Exhibit H is Kandamkulam (marked as L in the plan 150 in Karasseri and Thannipoyil 155 in Karasseri). No doubt the northern boundary for the entire property is not shown in Exhibit H for Pathiriyan pattu ought to have been shown as the northern boundary for the hills on the eastern side including the disputed hills. It is quite possible that Pathiriyan pattu is not shown as the northern boundary—because the Iron Company was in the same month taking a Karar from Pathiriyan Nair himself. So from the mere fact that there is some defect in the northern boundary shown in Exhibit H it is not safe to come to the conclusion that the disputed properties are not included in Exhibit H.

18. The same boundaries as in Exhibit H are shown in Exhibits A and E.

19. In the suit brought on the basis of Exhibit E (O. S. No. 437 of 1906) the lessee under Exhibit III, Sada Moidin Sahib had been impleaded as 2nd defendant. His contention was that the disputed hills were included in his Karar Exhibit III as forming part of Pathiriyanpattu. But that plea was found to be false (see Exhibit F. Judgment).

20. When Pathiriyau Nairs found that their attempt to get the diputed plots through their lessee Sada Moidin Sahib was unsuccessful they granted the Melpanayom Exhibit V in favour of the first defendant. It must be noted that the plaintiff recovered possession in November 1907 and Exhibit V came into existence soon afterwards, in July 1908. It appears to me that Exhibit V was mainly intended to lay claim to the disputed plots if possible.

21. I think so much discussion about the documents filed is sufficient in this case to which the rival jenmi the Pathiriyan Nair is not a party. In a case like this, I think, we are not to be guided by some difference in names here and there. We ought to be guided by the boundaries given in the older documents and by the revenue records. They establish that the plaintiff's case that the disputed plots form part of the plaintiffs Matakasseri pattu is true. So I find that the disputed plots belong to the plaintiff.

22. Issues II and IV. Before the Commissioner the first defendant admitted that himself and the lessees under him had cut some timber from these disputed plots (vide Commissioner's report.) But the first defendant denies that

he made any such statement to the Commissioner. But I am not prepared to accept the statement in this face of the sworn statement of the commissioner who was examined as a court witness. The only question is what must be the amount that ought to be awarded to the plaintiff on account of this. The Commissioner has filed an account about damages. He was able to find some timber in plots F, K, and M, which are valued by him. In plots A, C, D, G, H, and L, he was able to see only the stumps of trees which have been cut. Among such stumps some were old and some new (see his evidence). He says that the large portion of timber cut appears to have been cut a few days before the date of his inspection. Anyhow he was not able to give us any definite information as to which trees were cut recently and which some time back. So it is impossible to decide this question with any precision. The total value of trees shown by the Commissioner is Rupees 514-8-0. There can be no doubt that the first defendant must have cut some trees which gave rise to the suit. But as there is no clear evidence as to how many trees were cut by the first defendant himself who came into possession only in 1908, I think an amount of rupees 200 might be awarded to the plaintiff in the shape of damages. I find that the first defendant cut and removed home trees from the plaintiff's forests and that rupees 200 might be allowed to the plaintiff on that account as damages.

23. Issue. It is not shown how this suit is bad for misjoinder of causes of action. I find the Issue for the plaintiff.

24. Issue III. It is not the plaintiff's case that the first defendant is in possession. Of course in a forest land anybody can commit trespass and cut away some trees unlawfully. But that would not show that the party who cut away the trees was in actual possession. We have already seen that the plaintiffs recovered possession in execution of decree in O. S. No. 437 of 1906 and they remain in possession when the first defendant unlawfully cut away some trees. So I think the plaintiffs are in possession and the defendant only cut away some trees and that consequently first defendant cannot be considered to be in possession. So I find that the plaintiff need not ask for possession and that the suit for injunction alone will lie.

25. Issue V. It is not shown that the damages were committed by the 4th defendant. I find the issue for 4th defendant.

In the result there will be Judgment for plaintiff for the injunction as sued for. Plaintiff also will get rupees 200 as damages and costs of the suit to be recovered from first defendant. Plaintiff will pay the additional Court fee on Rupees 150.

(Sd.) T. G. Ramaswami Iyer,
District Munsiff.

EXHIBIT LII.

(Translation.)

IN THE COURT OF THE DISTRICT MUNSIFF AT MANJERI.

O. S. No. 663 of 1917.

Plaintiff—Erranjikkal Moyakutty Musaliar's son Kunhamai Musaliar.

Vs.

Defendants:—(1) K. S. Ramaswami Iyer (family manager), son of Sir K. Seshadri Iyer, the late Dewan of Mysore (2) Raghavachari's son R. Rangacharlu, grand son Dewan Raugachary.

Under Section 26 of the Code of Civil Procedure, the plaintiff states as follows:—

The plaintiff is trader at Mampad Amsom and Desom, Ernod Taluk. His address for a service of all notices and other processes is to the above Desom. The first defendant is the Manager of Cirugan mills at Ahmedabad in Bombay and the 2nd defendant resides at Satyalayam road in High Ground, Bangalore:—

Particulars of claim 1. K. S. Doraswamy Iyer was the Manager of the first defendant's joint family and Ammalu Ammal was the guardian and grandmother of the 2nd defendant, at the time of his minority. Their Mukthiyar agent the late P. Raja Rao borrowed of the plaintiff towards litigation expenses in connection with the defendant Kottamal and Puchakohhi Hills, Rupees 50 on 13 "Thulam" 1083 and Rupees 250 under a letter of 1st Kanm 1084, Rs. 100 under a letter of 11th Kanm and Rs. 225 under a letter of 29th March 1910. Thus making a total loan of Rs. 625 on different occasions together and executed a registered agreement in favour of plaintiff on 20th medam 1087, 1st April 1912 in Manipad Amsom and desom in Ernod Taluk agreeing to execute a registered Karar soon after the discharge of the injunction in O. S. No. 618 of 1912 brought by the Mukthiyar P. Raja Rao in respect of Kottar Mala Hills allowing the plaintiff to fell trees and carry on timber work in Kotta Malt Hills.

2. Subsequently Raja Rao died in 1914 without being able to execute a registered Karar as mentioned above.

3. The aforesaid P. Raja Rao was holding a Power of Attorney from the defendants with liberty and power to manage and conduct all the affairs of the defendants, to institute and conduct suits, to lend and borrow money, to execute agreements, to get agreements executed and to manage all the other affairs on behalf of and the representative of the defendants, and with the liberty of the defendants themselves, and under the said Power of Attorney all the facts of the management and liability done by him were binding on the defendants. This debt is binding on the defendants, who are also liable pay the same, and the plaintiff is entitled to recover the said debt from the defendants, as the debt was borrowed by P. Raja Rao for the purpose of managing the defendant's affairs and conducting their litigations.

4. The plaintiff demanded of subsequent Kariastans of the defendants and the 1st defendant in person to execute felling lease on Kuttikanom in terms of the registered voucher mentioned above, or in the alternative to repay the said sum of Rs. 625 with damages, but the defendants failed to do so.

5. The plaintiff has sustained much damages as the defendants did not execute the felling lease on Kuttikanam for the above sum, but he does not pray for the recovery of the said damages. The plaintiff claims and is entitled to get from the defendants interest at one per cent per mensem by way of damages.

6. The cause of action arose at Mampad Amsom within the jurisdiction of this Court, on and after 2nd April 1912.

7. The value of the relief claimed in this suit is Rs. 1,050-0-0.

PRAYER.

The plaintiff therefore prays for a decree against the defendants for the recovery of Rs. 1,050 due as shown hereunder with future interest and costs.

VALUATION.

	Rs.	a.	p.
Principal	625	0	0
Interest thereon at 1 per cent per mensem, from 1st April 1912 till this day	425	0	0
	1,050	0	0

Dated 6th Dec. 1917.

Solemnly affirmed and signed.

(Initialled) x (Not clear.)

EXHIBIT LIII.

Bombay,
5-6-12.

My dear brother,

Your letter of the 1st instant enclosing two cheques for Rupees 435-7-6 and Rupees 160 for payment to Ramji Bhagwan Brothers. Bhagtavarmal, etc., found me only yesterday. You seem to have made a mistake about Ramji Bhagwan's bill. From a memo given me by these people, I find that the amount due by you to them is only Rs. 434-7-3. On handing them the cheque I shall recover from them the excess of Rupees 1-0-3 out of the cheque of 160 also there will be a balance of Rs. 0-10-3. Thus after making the payments directed by you, there will remain with me a balance of Rs. 1-10-6.

I shall look in at Ramji Bhagwan's and ascertain what they have done about your order for smaller "Thattes".

The accounts are in a fair way towards completion, but there is still a month's hard work before me. No doubt the compilation is a simple affair but it means d—sh long work. What Mr. Bhaisankar asked me to do was not a mere fair copying of Nanjappa's books of a/c, but a re-writing of the same in regular book-keeping style, mentioning the respective heads of a/c to which each item had to be debited or credited. This naturally took some time to do. Then I had to incorporate the supplementary items from the numerous notes and memoranda and loose sheets of a/c left with me by Nanjappa. I had then to post up the Ledger. Finally these had to be typed and the typing is not yet completed. Meanwhile, I had to check the various entries with the corresponding a/cs submitted by 3rd parties, such as Tata Sons and Co., B. K. & Co., Banks and etc. This is what I am doing now. Meanwhile, Mr. Bhaishankar, happening to be here recently wanted to see what progress I had made. I took all the books and papers to his house last week, when he looked through and examined them. Of course I have not touched the figures in the books examined by Salanson. I admire his audacity in setting up as a public accountant when he cannot add a few figures correctly. He has made numerous mistakes in totalling which it is unnecessary to detail here. Suffice it to say that the large discrepancy between "Receipts" and "Disbursements" pointed out to you by Salanson is almost accounted for by two egregious mistakes in totalling—one of an over total of 3 lakhs (!) on the Receipts side in carrying the total of one page Rs. 1,20,000 to another as Rs. 4,20,000 (!) and another of an under total of Rs. 45,000 on the disbursements side in omitting a pencil figure of Rs. 45,000 from the disbursements total while a similar pencil figure of Rupees 45,000 on the corresponding receipts side has been included in the receipts total. Thus Rupees 3,45,000 are accounted for and Salanson's grand discovery proves a myth! I think you ought to give him a good snub for his stupid carelessness. Mr. Bhaisankar has also noticed these errors in Salanson's totals and he thought there could now be no room for any suspicions whatever. However he is going to subject the accounts to a thorough scrutiny again when they are finally completed and before he sends them on to you. I know how anxious you are about the matter. In fact, we are all equally keen on the early completion of the accounts. I can but say that all my spare time is devoted to these accounts. I have given up even my exercise and recreation and at times, I have worked late into the small hours of the morning till 2 and 3 A. M. and I hope to complete my task in about another month.

Hoping that this will find you all quite well.

I remain,
Yours affly.,
(Sd.) K. S. Ramaswami.

———

EXHIBIT LIV.

Lohorabir Garden,
Benares, 11-10-12.

Private : Confidential.

My Dear Doraswami,

You must have heard of my recent severe illness. This has prevented my writing to you earlier on the subject of your private accounts. Viswanath and Ramaswami have completed the compilation of the a/c as per my directions and I have got them typed by my man and the vouchers and totals carefully checked. I am glad to say that as I thought from the beginning, there is absolutely no reason for any suspicion whatever. You will find from the typed accounts that the difference to be accounted for is only about Rs. 25,000 at the end of June 1912, which is a trifle compared with the gross figures on the credit and debit sides. Besides you must remember the accounts cover a period of over eleven years and no regular books were required to be maintained during all this time and the present compilation has been made from cheque counterfoils, vouchers and various notes and memoranda made from time to time and preserved by Mr. Srikanteswar who may have possibly mislaid some vouchers or memoranda, which, if found, would very probably account for the major portion of this difference. Under the circumstances you ought in my opinion to write off this sum as against Mr. Srikanteshwar considering the loyal and faithful services he has rendered to your family at great self-sacrifice and personal inconvenience to himself during all these years since your late lamented father's death. Believe me, I can assure you from my personal knowledge that you would never have got out of the late Mr. Akhilandaiya's clutches but for Mr. Srikanteswar's indefatigable exertions and selfless devotion and zeal in your cause. I know I am not exaggerating a bit, and I am very glad to find that your suspicions are entirely groundless.

I enclose herewith the classification of receipts and disbursements wanted by you. I trust this is just what it required by you. I may add here that the typed accounts cover the period up to 30th June 1912. But Ramaswami tells me that he will have to make several adjusting entries in the Mudaliar's, Mr. Tawkers and other a/cs after going to Bangalore which I have asked him to do. But such adjusting entries will hardly affect the cash receipts and disbursements as already typed. The typed ac/s, it should be needless to add, contain more entries than the two bound books you left with me. When the further adjustments above referred to are made and the ledger is typed I have asked Ramaswami to send you a regular Balance Sheet, meanwhile the enclosed summary of receipts and disbursements may suffice your purposes. You will perhaps be puzzled at the balance appearing on the credit side in this summary. This will have to be set off against the sum of about Rs. 52,000 appearing in the ledger balances to the debit of the Madras and Bombay Banks current a/cs, leaving as I said before a sum of about Rs. 25,000 still to be accounted for. Your brother knows all about the a/cs and will explain everything to you.

The totals of the two books as taken by your Madras Auditor are all wrong and I cannot help remarking in this connection that I am sorry you should not have taken more pains to find a more competent and careful accountant—at least one who could add figures correctly. The enclosed statement of errors will show you at a glance what a poor arithmetician your Madras Auditor is and how many mistakes in addition he has made. You will now see that the deficit 3 lakhs existed nowhere except in the heated imagination of your Madras Auditor and I find it difficult to forgive him when his gross carelessness has been the cause of creating unjust suspicion in your mind against one who deserves nothing but gratitude at your hands. After saying this much, it were needless to deal in detail with the various paragraphs of his Report, which he had not the courage to date and sign the same!

Ramaswami will hand you the books of a/cs you left with me as well as the typed accounts. As this is a matter in which you and your brothers are

equally interested with Mr. Srikanteswar. I have got extra copies made of the typed a/cs which I have instructed your brother to deliver to the respective parties.

Before concluding I must again impress upon you what I have all along been telling your brother that your only salvation lies in disposing of immediately that white elephant of a house and park in Bangalore. Unless you do this immediately you will not get out of the wood. I am more than ever convinced of this, after the opportunity I have now had of going through the whole of your account. Ramaswami is fully conversant with my views on the subject and I have asked him to communicate them to you in detail.

I remain with best wishes.

Your sincerely,
(Sd.) Bhaishankar Nanabhai.

Replied thanking and saying that the balance must of course be written off even if it had been bigger considering that we were dealing with the accounts of a long period of 20 years when lakhs of rupees were dealt with and I will look up Salanson soon and question his capacity. About K. Park no way of getting rid of it at present.

(Sd.) K. S. D.,
18-10-12.

EXHIBIT LV.

Bangalore,
16th June 1914.

My dear Ramaswami,

I saw your letter to Nanjappa about your unsuccessful negotiations with Ambalal. It was wise to refrain from pressing further as that would have been to strain your friendship. Perhaps this facilitated the renewal of the small old loan. There is no go now but to fall back upon Hyderabad. I hope we shall succeed there at least in getting 1½ lakhs for our joint and individual debts. Everyone feels the individual debts pressing and the sooner we get rid of them the better for our peace!

In haste for the post.

Yours affly.,
(Sd.) K. S. D.

EXHIBIT LVI.

TERMS OF AGRT.

betn. K. S. D., K. S. R., & K. V.

1. That K. S. R. shall (take out of the Mill agency comn. due to him) manage the agency business of D. I. & Co. at Bby. and
[2] receive as remuneration for such management, the sum of Rs. 8,400 per annum, out of the (annual) commission (Earned) received by D. I. & Co., for the Abd. Mills, Ld.

2. That K. S. R. shall make available the balance of (the) such Agency Comn. remaining after deduction of his aforesaid remuner-
(2) ation of Rs. 8,400 p. a. for equal distribution between (himself and) all the (other) parties hereto, including himself.

3. That the aforesaid arrangement shall (hold good) be
(2) binding on all the (mem.) parties hereto, for a period of ten years

(2)

(certain) from the date of execution hereof, or other (other) settlement whichever is earlier.

4. That K.S. D., shall (remain in occup) continue to occupy the premises and grounds comprised within the property (to) known as Kumara Park, Big Bungalow, and situate in Bangalore
[1] City until it is sold, and shall pay a rent of Rs. 300 per mensem during his occupation thereof. (But he shall be entitled to deduct out of the above mentioned sum his quarter share of the rent as well as.)

5. That K. S. and his brothers (and mother) shall (live with) continue to (live) occupy the premises and grounds comprised
[1] within the property known as Kumara Park, small bungalow, and situate in Bang. City until it is sold and shall pay a rent of Rs. 60/- per mensem during (for) his occupation thereof.

6. That the aforesaid (sum)

(3)

[1] rents shall be collected in cash every month and distributed equally
[3] between all the parties hereto including K. S. R.

Bring in para 7 from next page. (7. That this agreement shall came into force on the 1st.)

8. That K. S. D. shall have the management and accounting
[3] of the premises and grounds belonging to the parties hereto and situate near Kukkerhalli Tank in Mysore and Kumara Park garden.

9. That K. S. R. shall have the management (the right title
[3] and interest of the shares of the parties) of the interest of the parties hereto in the forest and other properties known as (the Punjakolle, Kotamalai)

(4)

the R. D. Estates in Malabar, (in wh. Est.) comprising the Punjakolle, North Kottamalai and Madakasseri Pattu Hills.

(8) 7. The land (revenue) assessmt. and municipal tax
[3] charges of the properties mentioned in para (6 & 7) 4 & 5 shall be met out of the other joint income of the parties hereto.

8. This agreement shall come into force on the 1st day of October 1917.

(Terms of agreement inter se)

Articles of Partnership.

All these matters and more wd. come in Partnership deed.

1. That K. S. R. shall have the management of the Mill Agency Business at Bby. for 10 years certain and receive a remuneration therefor, at the rate of Rs. 700 per month—which remuneration will be a first charge on the annual commission payable to (the Agency Firm) Messrs. D. I. & Co., by the Aurangabad Mills, Ld.

2. That the balce. of the said Agcy. Comn. shall be divided Equally betn. K. S. R. and the other parties to this agreet.

3. That the other members of the Firm shall undertake to give (him) K. S. R. a Power of Attorney to represent them in all dealings with or on behalf the Abd. Mills, Ld., and others and to bind (them by all) them the said other members, by all acts of his done by him for and on behalf of the Firm of D. Iyer & Co.

4. That K. S. R. shall have the

(2)

authority to Sign in the name of D. I. & Co. all documents, agreements, (draw) cheques, receipts Promissory Notes and other papers whatsoever that mt. require the signature of the Firm of D. I. and Co.

5. That the other members shall agree to indemnify K. S. R. ag. (all) any losses that may (occur) be incurred by the Firm of D. I. and Co., during his management of the Firm's business, except to the extent of his contribution of a 1/4 share in the total losses—And for such contrn. the other members shall have a lien only on K. S. R's 1/4 share of the divisible surplus of the Agency Comn. after paying him the remuneration of Rs. 700 p. m., as aforesaid.

6. That this agreement (be deemed to) shall come into force on the 1st October 1917 (and shall be ter) continue to be in

(3)

force until the 1st October 1927 on wh. date it shall terminate unless the parties hereto or their successors or assigns renew it for a fresh period by an endorsement at the foot hereof.

7. That K. S. R. shall maintain proper a/cs of the Agency Business and have custody of all papers connected therewith.

This wd. be necessary in due course.

1. One Rental agreement for
Kumara Park, Small Bungalow
(to be registered).

This will have to be a very elaborate doct.

2. Articles of partnership in respect of agency business (D. Iyer & Co.)—To fix the pay of K. S. R. at 700 Rs. a month and the remainder to be divided among the partners.

As in 1st item.

3. Agreement.
[1] To give (K. S. R.) allowances to K. K's & K. S. V's Family.
[2] To apportion taxes and other charges.
[3] Management of the Family Estates.

Has to be settled.

4. Family Partition [Status].

This wd. be one of the terms in the Partnership deed when drawn up.

5. P/A to K. S. R. by the other members of the firm of D. Iyer & Co.

EXHIBIT LVII.

28-7-1912.

My dear brother,

Your letter. A. N. M. and Co's. a/cs: I suppose they do cover all transactions but am not quite sure for I know nothing about the transactions prior to 1901.

The Mills Bal. sheets will give only the figures on the last day of the year. For particulars of adjustment during the year you have to refer to the Mill books of a/c. I shall send you from Bombay these particulars as well as the up-to-date list of liabilities you require.

Yours affly,
(Sd.) K. S. Ramaswamy.

EXHIBIT LVIII

"Kumara Park", Bangalore.
3rd August 1917.

My dear Ramaswami,

I have been looking through the accounts and find it rather difficult to follow them in the absence of information on some points. These and some others are noted below.

1. The purpose of each loan. Has it to be gathered from the accounts or is there a separate note or memo ?

2. The balances to our credit in the Banks and with individuals from year to year as well as at the time of each loan should be shown in the accounts in order to make them readily intelligible.

3. Have the accounts been checked with the Vouchers and the Bank Pass Books ? It is not possible to follow the accounts without them.

4. From what sources were the alterations and corrections made in the accounts ? The accounts themselves are not original but only a compilation from which a further compilation for an adjustment among the brothers was made. Where are the original accounts as they were kept ?

5. Have the accounts prior to the 14th September 1901 been regularly checked ?

6. In regard to the loss of about a lakh and thirty thousand which does not appear in the company's annual Balance Sheets (1) What was the exact amount of the loss and on what date was the loss discovered ? (2) What was the result of the report to the Police? (3) When was it brought to the notice of the Board of Directors ? (4) What were the items ? cash, hoondies, etc., and how much exactly under each head ? (5) How was the amount adjusted ?

We should have accurate answers to the queries noted above. Our nephews are young and in school still and some of them minors. Who knows that in the long future one or more of them may not be set up to arguments of sorts leading to ruinous litigation ? I have considered the matter deeply and am of opinion that a proper compilation of accounts should be made and deposited with all Vouchers in a Presidency Bank or with Mr. Bhaishankar's Firm. The compilation should be signed by all concerned in Mr. Bhaishankar's presence.

Please send all Vouchers and, etc., to Nanjappa if they are not with him already. Send them registered for acknowledgment so as to obviate chances of loss in transit through the Post. He and I shall sit together and compile the figures or if he does not care for the worry he can depute Raghavachari or someone else to compile them under our direction.

Please send me a complete list of debts as they stand at present noting as far as possible when each debt was contracted.

Yours affly.,

Sd. K. Doraswami Iyer.

Received 5th August 1917 at Bombay.

Sd. K. S. R. Iyer.

EXHIBIT LIX.

Received 10th. Sd. K. S. D.

Bombay,
6th August, 1917.

My dear Brother,

Your letter of the 3rd instant reached me last evening and I now proceed to answer your queries in the order in which they are put.

The purpose of each loan has to be gathered mainly from the accounts themselves and in some cases from various files of correspondence that Nanjappa used to circulate amongst us brothers from time to time. There are no separate notes or memos, so far as I am aware.

2. You know very well that we brothers had no joint a/c with any public Banking institution. How then can there be any balances to our credit in any such institutions? The Balances with individuals at particular dates can be easily calculated by your clerk, as I told you personally at Bangalore.

3. Yes. The a/cs have been checked with such vouchers as were available and with Nanjappa's Pass Books, I shall gather these together and send them on to Nanjappa by registered post as suggested by you.

4. It is impossible to answer this query definitely at this distance of time. The alterations and corrections must have been made from the internal evidence offered by the rough statement of a/c already drafted, from personal knowledge and by reference to various files of correspondence or to statements of a/cs furnished by parties with whom we had dealings. The accounts are bound to be a mere compilation for, as you have been told more than once, no daily accounts were required to be kept by anybody and no such a/cs were in fact maintained. You will thus see that there are in existence no regular Account Books maintained contemporaneously with the transactions. The books with you are the original draft compilations and they are incomplete, as you should know, for if my memory serves me right, you carried them away in that state from Bombay while I was away at Delhi about six years ago, and submitted them, without Nanjappa's or my knowledge and without even the courtesy of a formal reference or intimation of either of us who were responsible for that compilation, to the audit of that great Arithmetician of Madras, Mr. Salanson, with what deplorable result, we all know!

quite untrue not even once or I should not have asked.

Took from him before he left for Delhi. He knows why and how the books went No only Nanjappa Into Salanson's hand

5. How should I know if the a/cs prior to the 14th September 1901 were regularly checked or not? You should know better, as the eldest son of our father. I was at that date a student in the College, blissfully ignorant of the ways of the world in general and of the state of our family affairs in particular. How I wish I had been more wordly wise at the date of our father's death.

Were they checked at all by you? What about the balance claimed by Nanjappa as due to him and accepted by you and recommended to me for acceptance.

6. I explained to you at Bangalore how the loss of a lakh and odd could find no place in a Balance Sheet. (1). The extracts from the Cys. Books of a/c enclosed herewith will sufficiently answer this sub-query (2). The police reported that their investigations had been fruitless, that they could not trace the burglars, that they disbelieved the alleged burglary and that they strongly suspected the cashier to have made away with the moneys and "faked" up a burglary.

No or I should not have asked. He quoted Madras Bank, Colombo case to explain that no responsibility could attach to him unless the 2 directors who signed the blank cheques could also be held responsible.

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3. It was informally brought to the notice of the Directors almost immediately, but they were formally apprised of it only about a couple of months afterwards after Mr. Bhaishankar had gone through the accounts personally and exhaustively.

It was a large sum—why informally.

4. Hoondies and cheques are counted as cash in the Co's books. So the total amount of loss is shown as cash. The details you require can be ascertained by fresh calculations?

5. Enclosed extracts from the Coy.'s Books of a/c will show how the amount was adjusted.

I have answered all your queries to the best of my ability. It is impossible to foretell anything regarding the long future. No precaution that you or I may take now will prevent ruinous litigation on the part of our nephews if they resort to the advice and guidance of designing persons. You are, however, welcome to get made what you consider "a proper compilation of accounts." And when that has been made and seen by all concerned, it will be time enough to consider who all should sign it and where it should be deposited.

To a large extent we can help to prevent it.

I enclose herewith the list of debts requisitioned by you.

Yours affly.,
Sd. K. S. Ramaswami.

EXHIBIT LIX (a).

List of Debts.

		Rs.	a.	p.
1.	A. Narainasami Mudaliar & Co., Correct amount has yet to be ascertained.			
2.	T. R. Tawker & Sons	Do.	do.	
3.	Raja Bhagwandas & Sons	Do.	do.	
	Raised in November 1911	1,50,000	0	0
	Do in January 1915	50,000	0	0
4.	Ambalal Sarabhai ... ... raised in May 1912 and interest at 9% from 1st April 1917 onwards.	30,000	0	0
5.	Poonam Chand Bhagtavarmal .... and interest at 9% from 1st February 1916 onwards. (Original loan was of 7,500 raised in May 1911. Interest having accumulated, part payment was made and pro-note renewed for Rs. 10,000 on 1st February 1916).	10,000	0	0
6.	Anniah Pandit ... . and interest from 1st April 1915 onwards (Original loan was of 5,000 raised in May 1904. Interest having accumulated part payment was made and pronote renewed for Rs. 6,000 on 1-4-15).	6,000	0	0
7.	T. E. Jayarama Iyer ... .. received on 1st July 1906.	1,050	0	0
8.	Puttammanni ... ... Received in December 1907.	4,060	0	6
9.	Varjivandos Chunilal Sakalchand ... Raised on the 5th November 1915 (Interest 6% was paid in advance on 5th February 1917) and	10,000	0	0
10.	Mr. T. K. Arunachala Iyer ... .. and interest from 1st June 1917 onwards. (Rs. 8,250 were received in November 1916 and Rs. 750 more in 1st June 1917.)	9,000	0	0

EXHIBIT LX.

Bangalore,
10th September 1917.

My dear Ramaswami,

Your favour of the 5th instant duly reached me. I shall take action re: Tennali girl and let you know the result in due course.

I shall go to the perfumer and ask him to send you the oddubatties.

All the three Dorai, Tyageraj and Alamelu were free of fever, but unfortunately Alamelu has had a relapse and the fever has not left her these three days again. The girl herself is fretting over the relapse. All that could and should be done is being done. There is only fever and no complication of any kind.

K. S. D. was very bad again. Since Saturday the 1st instant he is in bed. All the urgent symptoms have come under control but he is very much weaker than he ever was during his illnesses. This time I was called in and the needful is being done. Nanjappa is doing well. Raja was here for a few days and he left this for Madras the day before yesterday.

With best wishes.

I am,
Yours sincerely,
(Sd.) P. S. Achuta Rao.

Give your house address please. (Inld.) P. S. A.

EXHIBIT LX (a.)

Bangalore,
13th September 1917.

My dear Ramaswami,

I am glad to tell you that Alamelu is better. The boys, of course, have quite got over and their convalescence is uninterrupted. K. S. D. as I wrote to you in my last is not doing well. He took ill on the night of the 1st instant and was progressing fairly satisfactorily till Monday afternoon. On Monday night he took bad. Has had ever and great pain in his muscles and examination of his urine indicates unsatisfactory conditions. At my request Dr. Arumugam has been attending on him with Dr. B. Nanjappa as his assistant and Annappa is made to remain here the day long. A nurse in addition may have to be engaged. Dr. McGan has been looking in every day. I am anxious about the case. However God must set matters right. With best wishes.

I am,
Yours sinrerely
(Sd.) P. S. Achuta Rao.

EXHIBIT LXI.

Bangalore,
Date 16-9-1917.
Late fee 20. 12. 50.

To
K. S. Ramaswamier,
Mills, Aurangabad.

Doraswamier	fever	Continuous	Condition
anxious	Armoogam	suspects	Pancreatic.
Your	presence	desirable.	

Nanjappa.

EXHIBIT LXII.

Bombay,
27-9-1920.

My dear Mahadev,

Your letter of the 13th instant was waiting my return here from Aurangabad some ten days ago.

I do not see why you should upset yourself over your mother-in-law's story. It is a clever fabrication and will hurt nobody. She had narrated the same story to our friend T. A. R. Rao and he told me about it at Bangalore. I

had also the honour of receiving a similar registered notice in Tamil, covering 11 foolscap pages, each signed by her and containing 19 paras. You know I cannot read Tamil Manuscript but I spent a day on the train from Abd. trying to spell through the whole letter. I had not the patience to do it thoroughly but spelt through enough to understand the gist of each para. The clever commingling of fact and fiction and the business-like phraseology are the handiwork of her worthy elder brother, I suppose. I looked in vain for a threat to put me in Court. But that was not to be found. I take it they have been advised they had no case and hence their own rigmarole of a notice founded on falsehoods instead of a brief notice from a Lawyer. I have not sent and do not propose to send any reply to their so called notice.

Please let me have your Guindy address.

Yours affly.,

Sd. K. S. Ramaswami Iyer.

EXHIBIT LXIII.

This document consists of 5 sheets. First sheet of document No. 1839 of 1918, Book I. (Sd.) A. * (Not clear) S. R.

Seal of the Sub Registrar, Bangalore.

This indenture made the twenty-first day of November one thousand nine hundred and eighteen between (1) Kumarapuram Seshadri Ramaswami Iyer representing himself and his minor nephews Kumarapuram Doraswami Iyer and Kumarapuram Thyagaraja Iyer (2) Kumarapuram Seshadri Iyer (3) Kumarapuram Subramanya Iyer and (4) Kumarapuram Visvanatha Venkatarama Iyer all of Bangalore, Brahmins, inhabitants (hereinafter referred to as the Vendors) of the one part and the Dewan of Mysore (hereinafter referred to as the Purchaser of the other part).

Whereas the said Vendors are seised of the premises hereinafter sold and conveyed as coparceners of a joint Hindu family and have agreed to sell the same free from encumbrances to the said Purchaser for the sum of Rupees four lacs.

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rupees four lacs, to the said Vendors paid by the said Purchasers on or before the execution of these presents, the receipt whereof the said vendors do and each of them doth hereby acknowledge and from the same doth hereby release the said purchaser, the said Vendors do and each of them doth hereby grant unto the said Purchaser and his successors in office all that piece or parcel of land with the Bungalow, buildings, out-houses and houses within the garden and the grounds known as "Kumara Park" standing thereon, situate lying and being in Seshadripuram, High Grounds, Bangalore, containing by admeasurement about 98 acres more or less, as demarcated in the plan annexed hereto, and bounded as follows: that is to say, on or towards the North by Mr. B. L. Rice's bungalow, on the East by the Golf Road, on the South by the Small bungalow and grounds thereof belonging to the Vendors, and on or towards the West by the Dharmambudhi feeder channal, which said hereditaments and premises are in the occupation of the said Vendors.

To have and to hold the hereditaments and premises conveyed or expressed so to be unto the said purchasers and to the use of the Government of His Highness the Maharaja of Mysore for ever and the said Vendors do and each of them doth hereby for themselves, himself, their and each of their heirs, executors and administrators covenant with the said purchaser and his successors in office that notwithstanding any act, deed or thing by the said Vendors done or executed or knowingly suffered to the contrary, they the said Vendors now have good right to convey the hereditaments and premises hereby conveyed or expressed so to be unto the said Purchaser, for the use of the Government of His Highness the Maharaja of Mysore in manner aforesaid and that the said

Purchaser, and his successors may at all times hereafter, peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction, interruption, claim, or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from, under or in trust for them or any of them and that free from all encumbrances whatsoever made or suffered by the said Vendors or any person or persons lawfully or equitably claiming as aforesaid.

And further that the said Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any of them or any part thereof, from, under or in trust for them, the said Vendors shall and will from time to time and at all times hereafter, at the request of the said Purchaser and his successors in office and at the cost of the Vendors do and execute or cause to be done and executed all such acts and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof unto the said Purchaser and his successors in office in manner aforesaid as shall or may be reasonably required.

In witness whereof the said Vendors have hereunto set and subscribed their hands and seals the day and year first above written.

Signed, sealed and delivered by the within named K. S. Ramaswami Iyer, for himself and his minor nephews Kumarapuram Doraswami Iyer and Kumarapuram Thyagaraja Iyer, K. Seshadri Iyer, K. Subramanya Iyer and K. V. Venkatarama Iyer in the presence of (1) (Sd.) C. S. Doraswami Iyer, Government Advocate.
(2) „ D. Raghavachar, Advocate.
„ K. S. Ramaswami Iyer.
„ K. S. Ramaswami Iyer (guardian).
of minors K. Doraswami Iyer, K. Thyagaraja Iyer, (Sd.) K. Seshadri Iyer, K. Seshadri Iyer, Agent of K. Subramanya Iyer and K. V. Venkatarama Iyer under a Power of Attorney, dated 16th November 1918 and authenticated by the Justice of Peace and Honorary Presidency First Class Magistrate, Bombay, (Mr. K. Subramanya Iyer).

Presented in the office of the Sub-Registrar of Bangalore on 21st November 1918 at 2-10 P. M. by (Sd.) K. S. Ramaswami Iyer. Execution admitted by (Sd.) K. S. Ramaswami Iyer also guardian of minors K. Doraswami Iyer and K. Tyagarajaier (Sd.) K. Seshadri Iyer also agent of K. Subramanya Iyer and K. V. Venkatrama Iyer.

The executants are well known to the Sub-Registrar.

Sd. x (not clear.)
Sub-Registrar, 21-11-18.

Registered as No. 1839 in Book C., Vol. 317, P. P. 320 to 327. Fee paid Rupees Eight Hundred and four and annas four only.

(Sd.) x (Not clear.)
Sub-Registrar.
22-11-18.

EXHIBIT LXIV.

Bangalore, 29-7-1918.

My dear Mahadev,

We had a slight shower last evening and it has made the place tolerable.

Mr. T. A. R. Rao is making satisfactory progress and so is Srikantan. The matter was able to attempt a walk from Rama Villa to the small bungalow, this afternoon, to introduce to me his guest Mr. Venkatarama Iyer, late of the Coimbatore College.

I have formally accepted the Chief Engineer's offer and am awaiting further news. I saw the Chief Secretary (C. S. B. Iyer) this morning and requested him to expedite matters. I may have to stick here another week or 10 days perhaps.

After a lapse of a fortnight, I called at K. Park yesterday and broke the news of the closure of the contract of sale gently to sister-in-law. She went on decrying the want of gratitude on the part of the powers that be, the inadequacy of the offer, the hardship in parting, the unwillingness of brother to sell the house etc., etc., And considering that the mills were having very good times, she asked me to take time, and calmly consider and see if we cannot do without selling the house. I told her how matters had already gone too far, how I had consulted all friends and how everybody had advised me to accept 4 lakhs. I left the matter there to let her digest the stern fact of the sale being a settled matter and did not care to broach the subject of her future residence just then. Nor did she.

Our Nilambur clerk keeps worrying me for Mr. Narasayya's Vakalat for enabling Mr. Eswara Iyer to get back the Exhibits from the Manjiri Court. Do please expedite this as the next hearing is fixed for the 6th proximo.

Yours affectionately,
(Sd.) K. S. Ramaswami.

P. S. Ere this reaches you, Sami will have met you and given you all the news of this place.

(Initd.) K. S. R. Iyer.

EXHIBIT LXV.

Small Bungalow,
4-2-19.

My dear Raju,

A subordinate from the P. W. D. called on me this morning saying he had been asked to ascertain when we would handover K. Park to them. I explained that although the stipulated month of January had expired, I had obtained permission from the Council Member to occupy the building till about the middle of this month. Please inform your aunt-in-law of this.

Herewith Rs. 420-14-6 in cash and currency notes, which please hand over to my Manni. 300/ out of this sum, are for her current month's expenses, as usual, and Rs. 120-14-6 in re-imbursement of the amount paid against the Police charges. Please own receipt of the amount.

Yours truly,
(Sd.) K. S. Ramaswami Iyer.

EXHIBIT LXV(a).

Small Bungalow,
10, A.M, 5-2-19.

My dear Raju,

Mr. Raghavendra Rao has returned from his tour. I have just met him. I made my representations to him as requested by your aunt. He said he had already undertaken a great responsibility in allowing us to continue in K. Park until the middle of this month and he was sorry he could not grant us any further extension of time. He was positive that the bungalow must be vacated before the 15th February. You know the last day of "Thai" falls on the 11th instant and the next month, viz., "Masi" is a sunyamasam. So it is imperative that your aunt must vacate K. Park on the next good day available. I hear 9th and 10th instants are auspicious days. My sister's house is almost ready for occupation and the things may be begun to be shifted from to-morrow forwards. Please explain this letter to your aunt and tell her I shall see her to-morrow.

Yours truly,
Sd. K. S. Ramaswami Iyer.

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p. 101 + 25

EXHIBIT LXVI

Registered for acknowledgment.

Madras,
16th May 1921.

K. Shankarnarayan Rao, Esq., M.A., B.L.
Advocate, Chickpet, Bangalore City.

Dear Sir,

Our client Mr. K. S. Ramaswami Iyer has placed in our hands your letter dated 6th April 21/ 18-4-1921 [received by him at Madras on the 25th April 1921] and addressed to him on behalf of Mrs. Meenakshiammal [widow of the late K. S. Doraswami Iyer) with instructions to reply as follows:—

Our client traverses the allegations contained in paragraph 1 of your notice regarding the decision of the late Mr. K. S. Doraswami Iyer to separate himself from the other members of the joint family and the causes that led to his living separately from the other members, his insistence on the several members of the family being held responsible for the amounts drawn by them from the family funds, and also his acts and declarations showing at any time any unequivocal or explicit intention to hold and enjoy his share separately. In this connection we have to draw your attention to the previous correspondence on the subject.

Our client does not admit the correctness of the allegations made in paragraph 2 of your letter regarding the failure to execute a partition deed before the death of the late Mr. K. S. Doraswamy Iyer. No divided status was ever established in law and we are instructed that the deceased had no intention of acquiring a divided status.—

Our client also informs us that neither in the events that actually happened nor according to law was any division brought about during Mr. K. S. Doraswami Iyer's life-time. Neither the letter of the 10th February 1917 referred to in your notice (which was full of false allegations,) nor any other act or declaration of the late Mr. K. S. Doraswami Iyer effected any separation of his share.

The allegation that Mr. K. S. Doraswami Iyer executed a Will sometime before his death is absolutely false. Our client instructs us further that so far from executing any Will the late Mr. K. S. Doraswami Iyer deliberately refrained from any attempt to make a testamentary disposition.

The story which is now put forward by your client that our client managed to get the key of the table and removed almost all the papers including the original Will and the draft "partition deed" is unfounded and false and our client is surprised that such unsubstantiated statements should now be made.

Our client is amused that your client should pretend to be ignorant of the sale of "Kumara Park." Your client was fully aware of every stage in the negotiations for sale and never raised and indeed could not raise, any objection to the sale of the property.

We are specifically instructed that, after such sale and with your client's full knowledge, our client provided her with a suitable residence of her own selection which she occupied. This alone estops your client from maintaining the allegation she now puts forward, as also does the fact that your client has accepted maintenance and received and is receiving a very liberal allowance as such.

Our client does not admit that your client has any claim to a share in the family properties. It is thus unnecessary to deal in detail with your remarks regarding the items of property belonging to the family estate.

In conclusion our client instructs us to inform you that if your client decides to take the matter into Court in the face of the statement made above, he is prepared to defend all the charges you may bring against him and his management of the estate.

We may mention that this letter may be read in conjunction with a letter we are writing to you to-day in the same matter on behalf of Messrs. K. K. Doraswami Iyer, K. K. Thyagaraja Iyer K. K. Seshadri Iyer and K. K. Subramanya Iyer.

Yours faithfully,
(Sd.) King and Partridge.

EXHIBIT LXVI (a)

Registered for acknowledgment.

Madras,
16th May 1921.

K. Shankaranarayana Rao, Esq., M.A., B.L.,
Advocate, Chickpet, Bangalore City.

Dear Sir,

Our clients Messrs. K. K. Doraswami Iyer, K. K. Thyagaraja Iyer, K. K. Seshadri Iyer, and K. K. Subramanya Iyer have placed in our hands your letter dated 6th April 1921/18—4—1921 and addressed to them on behalf of Mrs. Meenakshiammal (widow of the late Mr. K. S. Doraswami Iyer) with instruction to reply as follows .—

Our clients traverse the allegations contained in paragraph 1 of your notice regarding the decision of the late Mr. K. S. Doraswami Iyer to separate himself from the other members of the joint family and the causes that led to his living separately from the other members, his insistence on the several members of the family being held responsible for the amounts drawn by them from the family funds, and also his acts and declarations showing at any time any unequivocal or explicit intention to hold and enjoy his share separately.

Our clients do not admit the correctness of the allegations regarding failure to execute a partition deed before the death of the late Mr. K. S. Doroswami Iyer. No divided status was ever established and we are instructed that the deceased had no intention of acquiring a divided status.

Our clients also inform us that neither in the events that actually happened nor according to law was any division brought about during Mr. K. S. Doraswami Iyer's life-time. Neither the letter of the 10th February 1917 referred to in your notice (which was full of false allegations) nor any other act or declaration of the late Mr. K. S. Doraswami Iyer effected any separation of his share.

The allegation that the late Mr. K. S. Doraswami Iyer executed a Will sometime before his death is absolutely false. Our clients instruct us further that so far from executing any Will he deliberately refrained from any attempt to make a testamentary disposition.

Our clients further inform us that your client was fully aware of every step in the negotiations for sale of the "Kumara Park" and never raised any objection to the sale of the property and further after such sale she was provided with a suitable residence of her own selection which she occupied.

We are also informed that your client has accepted and is receiving maintenance on a liberal scale from the family.

Our clients do not admit that your client has any claim to a share in the family property, and instruct us to inform you that if your client decides to take the matter into Court in the face of the statements made above, they are prepared to defend themselves.

This letter may be read in conjunction with the letter we are writing to you to day in the same matter on behalf of Mr. K. S. Ramaswami Iyer.

Yours faithfully,
(Sd.) King and Partridge.

EXHIBIT LXVII.

Revenue Commissioner and Director of Statistics in Mysore.

1888—K. SESHAERI DORASWAMI IYER.

Joined the Service 21st June 1888.

Born on 9th April 1867.

Station	Substantive appointment	Date	Officiating appointment	Date
Bangalore ...	Private Secy. to the Dewan of Mysore...	21st June 1888 ...	.....	...
	Deputed for duty under the Census Superintendent from 10th Sept. to 14th Oct. 1890.			
	Deputed for duty under the Councillors from 23rd June to 3rd Oct. 1891.			
Kolar ..	Rev. Asst. Comr., 4th class, Treasury charge	.... 24th Nov. 91 ...	.....	....
	Privilege leave for 3 months from 7th May 1893.			
Do ...	Rev. Asst. Comr., 4th class	.... 7th Aug. 93 ...	.....	...
Do	Do 3rd class	.... 1st Dec. 93 ...	.....	....
	Privilege leave for 1 month and 10 days from 24th April 1895.			
Do	Revenue Asst. Comr., 3rd class	... 3rd June 95 ...	.....	...
Do ...	Do 2nd class	... 1st July 95	.....	....
	Leave on Private affairs for 19 days from 9th October 1895.			
	Placed in charge of the Revenue Administration of all the Taluks included in the Chickballapur Sub-Division during the employment on other duty of Mr. B. G. Krishna Iyengar.			
Chickballapur..	Rev. Asst. Comr., 2nd class	....	Sub-Division Officer Temporary	... 17—4—96
Kolar	Do	.. 20th June 96 ...	.....	...
Do	Do 1st class	.... 1st July 96 ...	.....	...
		Protem		
	In charge of the Chickballapur Sub-Division from 17th July 1896 to end of November 1897.			
Do ...	Gen. Asst. Comr.	.... 5th Dec. 97 ..	.....	
Do ...	Asst. Commr., 1st class	.... 3rd Nov. 97	.....	

EXHIBIT LXVII(a)—contd.

Station.	Substantive appointment.	Date.	Officiating appointment.	Date
	Privilege leave for 2 Months from 10th February, 1896.			
Bangalore ...	Private Secretary to the Dewan to H.H. the Maharaja of Mysore ...	10th April 1896...	.....	...
Do ...	Assistant Secretary to Government, General and Revenue Departments	2nd Dec. 1896 ...	.....	...
	Ranked as Assistant Secretary to Government from 23rd November 1897.			
Hassan	Assistant Commissioner, 2nd Class ...	11th Dec. 1898 ...	.....	....
	Privilege leave for 1 month and 2 days from 3rd March 1899.			
Hassan ..	Asst. Comr., 2nd Class ..	5th April 1899	—	—
Do	Asst. Comr., in charge of the Sakleshpur Sub-Division	8—5—99	—	....
Do	Do	9 June 1899 ...	—	—
	Privilege leave for 21 days from 1st November 1899.			
Hassan ..	Assistant Commissioner, 2nd Class	22nd Nov. 1899...	.....	...
Bangalore ...	Assistant Secretary to Government and Private Secretary to the Dewan ...	12th Feb. 1900 ..	....	...
Hassan ...	Assistant Commissioner, 2nd Class	9th July 1900	.....	...
	Privilege leave for 26 days from 18th October 1900.			
Hassan ..	Assistant Commissioner, 2nd Class	13th Nov. 1900...	.....	...
Bangalore ...	Do ...	20th Jan. 1901 ...	.....	...
	Leave on Medical Certificate for 1 year, 8 months and 26 days from 12th February 1901.			
Bangalore ...	Assistant Commissioner, 2nd Class ..	7th Nov. 1902 ...	.....	....
	In charge of the City Magistrate's Court, Bangalore, in addition to his own duties, on 19th and 20th April 1903.			
Bangalore	Assistant Commissioner, 2nd Class ..	21st April 03 ...	.....	..
Do ...	Assistant Commissioner, 1st Class (new Schedule A) ...	25th May 03 ..	.....	...

Privilege leave for 27 days from 2nd January 1915

Bangalore ... Revenue Comr. in Mysore ... 29 Jan. 15 ...

Magisterial powers exercised:—

Invested with the Powers of a Third Class Magistrate ... 22nd Dec. 1892 ...

Invested with the Powers of a 2nd Class Magistrate .... 22nd April 1893 ...

Invested with the Powers of a 1st Class Magistrate ... 16th June 1894 ...

Invested with the Powers of Sub-Divisional Magistrate ... 28th April 1896 ...

Invested with the Powers of District Magistrate .... 27th Feb. 1904 ...

Departmental or other examinations passed :—

Local Service Criminal Examination ... August 1892 ...

Do Revenue do ... August 1893 ...

Do Civil I do .... August 1893 ...

Do Civil II do ... ...

EXHIBIT LXVII(a).

1892. K. Krishna Iyer joined the service 7th December 1892.

Born 18th March 1869.

Bangalore .... Private Secretary to the Dewan to H. H. the Maharaja of Mysore ... 7th Dec. 1892 ...

Privilege leave for one month and 1 day from 1st December 1894.

Bangalore .. Private Secretary to the Dewan to H. H. the Maharaja of Mysore ... 2nd Jan. 1895 ...

EXHIBIT LXVII—contd.

Station.	Substantive appointment.	Date	Officiating appointment	Date
	Privilege leave for 58 days from 29th May 1909—cont.			
Tumkur	Deptuy Commissioner and District Magistrate, 2nd class	... 1st July 1906 ...	.....	...
	Privilege for 15 days from 16th January 1908.			
Do ..	Deputy Commissioner 2nd Class	... 31st Jan. 1908 ...	.....	...
Do ...	Do 1st Class	.... 23rd Mar. 1908....	.....	....
	Privilege leave for 30 days from 3rd May 1908.			
Do ...	Deputy Commissioner, 1st Class	.... 2nd June 1908 ...	.....	...
	Was in charge of Maddagiri Sub-Division in addition on 15th February 1909.			
Tumkur ...	Deputy Comr., 1st Class	... 16th Feb. 09 ...	.....	...
	Privilege leave for 2 months from 29th March 1910.			
Tumkur ...	Deputy Comr., 1st Class	... 29th May 10 ...	Excise Commissioner in Mysore ...	24—4—11
Bangalore ...	Do	... Do ...	.....	...
Do ...	Do	... 2 Nov. 11 ...	.....	...
	Privilege leave for 1 month and 21 days from 2nd Nov. 1911.			
Bangalore ...	Deputy Comr., 1st Class	... ...	Inspector-General of Police in Mysore	23—12—11
	Awaiting orders of Government from 9th to 18th February 1912			
Bangalore ...	Deputy Comr., 1st Class	... .	Revenue Comr., Mysore ...	19—2—12
	Privilege leave for 7 days from 20th March 1912.			
Bangalore ...	Deputy Comr., 1st Class	... .	Revenue Comr. in Mysore	27—3—12
Do ..	Revenue Comr., in Mysore	... 1st July 12 ..	.....	...
	Privilege leave for 1 month and 13 days from 8th April 1913.			
	Recalled on 21st May 1913.			
Bangalore	Revenue Comr., in Mysore	... 21st May 1913 ...	.....	...

Privilege leave for 2 months and 7 days from 19th April 1898.

Kolar ...	Gen. Asst. Comr., 1st class	... 27th June 98 ...	.....	...
Chickballapur..	Sub-Division Officer	... 27th July 98 ...	....	...

Privilege leave for 20 days from 14th May 1899..

Do ...	Sub-Division Officer	... 3rd June 99 ...	.....	....

Sick leave on full pay for 4 months and 15 days from 2nd Nov. 1899.

French Rocks..	Sub-Division Officer	... 17th March 1900.	.....	....

Sick leave for 8 months from 15th June 1900.

Do ...	Sub-Division Officer	... 15th Feb. 01 ...	.....	...

Sick leave for 2 months and 15 days from 4th August 1901.

Do ..	Sub-Division Officer	... 9th Oct. 01 ...	.....	...
Closepet ...	Sub-Division Officer	... 16th Nov. 01 ...	.....	...

Sick leave for 2 months and 20 days from 1st February 1902.

French Rocks...	Do	... 21st April 02 ...	.....	....
Tumkur ...	Sub-Division Officer	....	Deputy Comr. and District Magistrate...	4—5—02.
French Rocks..	Do	... 23rd Oct. 02 ...	.....	...

Leave on Private affairs for 6 months from 17th Nov. 1902.

Leave without allowances for 3 months in continuation of the above.

Tumkur ...	Do	... —	Deputy Comr. and District Magistrate...	17—8—03
French Rocks...	Sub-Division Officer	... 4th Nov. 03 ..	.....	...
Hassan ...	Do	... ...	Deputy Comr. and District Magistrate, 3rd Class	27—2—04
Tumkur ...	Do	....	Do ...	27—3—04
Do	Deputy Commissioner and District Magistrate, 3rd class	... 28th July 1904	.....	....

Privilege leave for 58 days from 29th May 1905.

Do ...	Deputy Commissioner and District Magistrate, 3rd class	... 26th July 1905 ...	.....	...
Do ...	Deputy Commissioner and District Magistrate, 2nd class, Temporary	... 30th Mar. 1906 ...	.....	..

In charge of the City Magistrate's Court, Bangalore, in addition to his own duties, from 8th to 15th June 1903.

Bangalore	....	Asst. Comr. 1st class (new Schedule A.)	16th June 03 ...	.....		...
		Leave on Medical certificate for 1 year and 3 months from 22nd July 1903.				
		Was awaiting Government Orders from 22nd October to 9th November 1904.				
Bangalore	...	Asst. Comr. 1st class (new Schedule A.)	10th Nov. 04 ...	.....		....
		Privilege leave for 17 days combined with furlough for 11 months and 28 days from 31st May 1905.				
Bangalore	...	Asst. Comr. 1st class (new Schedule A) in charge of the State Huzur Treasury.	15th June 1906 ...	.....		...
		Leave without allowances for 2 months and 26 days from 17th January 1907.				
Bangalore	...	Asst. Comr. 1st class (new Schedule A) in charge of the State Huzur Treasury.	12th April 1907 ..	.....		....
Do	...	Do	...	Senior Asst. Comr.	...	.... 16—4—08
Do	...	Do	7th July 08 ...	.....		....
Do	...	Do	Do ...	Do.	....	.... 9—7—08
Do	...	Do	13th Aug. 08	.....		....
Do	...	Do	...	Do.	...	... 10—9—08
		Privilege leave for 4 days from 28th September 1908.				
Bangalore	...	Asst. Comr. 1st class (new Schedule A) in charge of of Huzur Treasury.	...	Senior Asst. Comr.	....	.... 2—10—08
		Privilege leave for 35 days from 4th January to 7th February 1909.				
Bangalore	...	Asst. Comr. 1st class (new Schedule A) in charge of the State Huzur Treasury.	11th Jan. 1909 ...	.....		....
Do	....	Do	....	Senior Asst. Comr.	...	.... 15—2—09
		In charge ol the stamp manufactory from 29th February to 16th May 1909.				
Bangalore	...	Asst. Comr. 1st class (new Scedule A) in charge of the State Huzur Treasury.	.....	Senior Asst. Comr., Sub-Protem		.... 15—4—09

EXHIBIT LXVII (a)—contd.

Station.	Substantive appointment.	Date	Officiating appointment.	Date
Bangalore	Snior Asst. Comr. in charge of the State Huzur Treasury.	1st July 1909 ..	.....	—
	Privilege leave for 1 month and 10 days from 3rd January 1910.			
Do	Senior Asst. Comr. in charge of the State Huzur Treasury.	13th Feb. 1910 ...	.....	....
Do	Do. City Magistrate ...	15th July 10 ...	.....	...
Do —	Senior Asst. Comr. in charge of the State Huzur Treasury.	1—10—10	.....	...
Do ...	Do. City Magistrate ...	1st Dec. 10 ...	.....	....
Davangere ...	Senior Assistant Commissioner ...	24th April 1911	.....	....
	Privilege leave for 1 month and 7 days from 24th June 1911.			
Davangere ...	Senior Asst. Comr.	2nd Aug. 1911	.....	....
Chitaldrug	Do	...	Dy. Commissioner, 3rd class and Dist. Magistrate.	9—8—11
Davangere ...	Senior Asst. Comr.	26th Sept. 11	.....	...
	Privilege leave for 24 days from 1st December 1911.			
Do ...	Senior Asst. Comr.	26th Dec. 11 ...	.....	....
Mysore ...	Do —	....	Deputy Comr. 3rd class and District Magistrate.	24—2—12
Chitaldrug ...	Do	...	Deputy Comr. 3rd class and District Magistrate.	30—11—12
Kadur ...	Do		Do	18—4—13
Do ...	Dy. Comr. 3rd class and Dist. Magistrate.	17th Sept. 1913....	.....	...
	On privilege leave for 2 months and 6 days from 21st December 1913 to 26th February 1914.			
	Over stayed on 27th February 1914.			

EXHIBIT LXVII—contd

Station.	Substantive appointment.	Date	Officiating appointment	Date
Kadur ...	Deputy Comr. 3rd class and District Magistrate.	28th Feb. 14	.....	...
Do	Do	Do ..	Deputy Comr. 2nd class District Magistrate.	7—1—15
Do ...	Do 2nd class and District Magistrate.	7th April 15 ...	.....	...
	Privilege leave for 6 days from 8th September 1915.			
Kadur ...	Dy. Comr. 3rd class and District Magistrate.	14th Sep. 1915	.....	....
	Privilege leave for 9 days from 23rd November 1915.			
Kadur ...	Dy. Comr. 3rd class and District Magistrate. ..	2nd Dec. 1915	.....	....
	Magisterial Powers Exercised:—			
	Invested with the powers of a 2nd class Magistrate. ...	25th Nov. 1898	.....	....
	Invested with the Powers of a 1st class Magistrate. ...	22nd Feb. 1901	....	....
	Invested with the powers of a District Magistrate ...		.....	...
	Departmental or other examinations passed:—			
	Local Service Criminal Examination ..	August 1894 ...	.....	...
	Do Revenue Do ...	December 1895....	.....	...
	Do Civil Part I Do ...	November 1896...	.....	...

EXHIBIT LXVIII.

D. O. No. 91.
Office of the Executive Engineer,
Bangalore Division,
Bangalore, dated 26th Nov. 18.

Dear Sir,

I write to request you to be so good as to formally hand over the Kumara Park estate to this Department at a very early date. The Comptroller intimates that payment on this account was made on the 23rd current.

Yours sincerely,
(Sd.) C. S. Vijayarangam Naidu.

To
Mr. K. S. Ramaswami Iyer,
Kumara Park, High Ground, Bangalore.

EXHIBIT LXIX.

(Office of the Executive Engineer,
Mysore, P. W. D., 3rd December 1918.
Reg. No. 7163, Bangalore Division.)
Kumara Park, High Ground.
29—11—1918.

Dear Sir,

In reply to your D. O. No. 91, dated the 26th instant, I beg to say that I have obtained the permission of the Government to vacate the buildings in Kumara Park only in January next and I refer you in this connection to General Secretary to Government.

I am, however, prepared to put the Government immediately in possession of all the grounds of Kumara Park to the west of the Railway line and the garden and adjoining grounds to the east of the Railway line too. It is only the Bungalow and out-houses and their precincts that I wish to occupy till about January next.

Yours truly,
(Sd.) K. S. Ramaswami Iyer.

To
Mr. C. S. Vijayarangam Naidu,
Executive Engineer, Bangalore.

P. S. Will you kindly depute some one to meet me on Sunday morning, so that I can show him over the grounds and put him formally in possession of the grounds indicated above.

(Inld.) K. S. R. Iyer.

Immediate (Inld.) x (Not clear.)
No. 6564.
3—12—18.

Copy to R. O. for information and necessary action.

(Inld.) C. S. V.,
4—12—18.

EXHIBIT LXX.

Bangalore,
21-2-19.

The Chief Engineer and Secretary to Government,
P. W. D., Bangalore.

Sir,

I have the honor to inform you that I handed over possession of Kumara Park (both Buildings and grounds) yesterday to Mr. Hukeri

Assistant Engineer, Head Quarter Range, who has been deputed by the Executive Engineer, Bangalore Division, to take charge of the said property from me.

Yours faithfully,
(Sd.) K. S. Ramaswami Iyer.

Ask E. E. to submit his report at once and then report to Government.

(Inld.) R. V. S.,
22—2—1919.

EXHIBIT LXXI.

Received from Mr. K. S. Ramaswami Iyer, the sum of Rs. 2,45,000 (two lakhs and forty-five thousand) in full and final settlement of all the accounts between Messrs. A. Narayanaswami Mudaliar and Co., of the one part, and Mr. K. S. Ramaswami Iyer, representing himself and the joint family of which he is at present the senior male member as well as the individual members constituting it of the 2nd part and of Mr. C. Srikanteswara Iyer for himself and as the Agent of the said joint family and of the individual members, their heirs and legal representatives of the third part to wit :—

1. All the debts contracted by the said joint family, secured and unsecured.

2. All the personal debts contracted by the individual members of the said family, both secured and unsecured.

3. All the debts contracted by Mr. C. Sreekanteswara Iyer, jointly with all or any of the said members either for the joint family or for their personal use, or as their Agent and for their use secured and unsecured.

4. All the personal debts of Mr. C. Sreekanteswara Iyer, secured and unsecured.

Signed on one anna receipt stamp.

D. Raghavachar, Agent and Receiver
to the Estate of Messrs. A. Narayanaswami Mudaliar and Co.,
Bangalore, 21st November 1918.

EXHIBIT LXXII.

Head Quarter Range Office,
Bangalore, 17-12-19.

Dear Sir,

I have been desired by Mr. C. Vijayarangam Naidu, Executive Engineer, Bangalore Division to write to you informing that he will not be able to take charge of the Kumara Park this afternoon, as arranged by Mr. Srinivasa Iyer as he is busy taking charge of the office. If convenient for you, he will go to Kumara Park by to-morrow morning at 8-30 A. M. for doing the needful. Please reply early if the appointment suits you.

Your sincerely,
(Sd.) D. A. Hukeri,
Assistant Engineer.

Replied saying the fresh appointment would suit me quite well.

(Initialled) K. S. R. Iyer,
17-2-19.

Took Mr. C. V. Naidu and Mr. Hukeri over the Kumara Park and premises this morning in C. Rajagopalacharlu's car. Mr. Naidu instructed Mr. Hukeri to take charge of the premises.

(Inld.) K. S. R. Iyer,
18—2—19.

EXHIBIT LXXIII. (73)

Note :—Confidential.

I met Doraswami (Saturday, 1st September 1917) evening. I suggested taking cash book and looking into every item from the beginning, without any reference whatsoever to the classification in the typed sheets or their arrangement which had been prepared more or less as per his instructions or views, and not according to mine, and explained that the original Books contained my views, being contemporaneous records. He decided we might take up typed copies, and refer to original Book wherever required for any explanations. We went through his own and then K. K's transactions. In his accounts, he said that his Ooty trip was to see H. H. concerning certain P. N. K's old order, and that therefore the expenditure ought to be treated as general. I agreed. He also said there were certain other garden, etc., items which ought to be set off. I asked him to enter them all and show us.

In K. K's, according to my original accounts, practically almost all the Bombay payments—e.g., for cloths, club subscriptions, sundry photos, furniture (which of course would be dealt with exactly like so many in Kumara Park) and, etc.,—were general—scoring them out, there were only a few items—e.g., Delhi trip, some silver plates, C. S. Iyengar's moiety of 10,000, pony and, etc., which might be considered personal. Doraswami agreed.

Then there were the Upanayanam and marriage accounts. These I made him distinctly understand, we should reserve for settlement in the presence of all concerned, and it would not be right on my part to say or discuss anything under the present circumstances, in the absence of others, more especially as we still have to get 3 girls married ere long. He said he appreciated my sentiments but wished to know, for mere rough calculations, what might be considered fair for such purposes. It seemed 2,000 for each Punal and about 6,000/ for each marriage might be fair. Subject was not further pursued.

I also mentioned to him that whatever the differences and views were before, the lamented death of poor Chinnappa quite changed the whole affair, and whatever we have now to consider and organize would be all for the 2nd generation and as such old ideas won't do.

Being late, for the day, he gave me Vissu's and Ramaswami's accounts, to be looked into at night, so that we might get through the whole business the next evening.

In these accounts, practically all items are general, except some 2 or 3 thousands of Vissu's and some hundreds of Ramaswami's.

In all these accounts, what seemed to be purely out and out personal I have marked in pencil as P.

Last evening, poor Doraswami felt feverish—so we could do no business.

(Initialled) C. N.,
3—9—1917.

EXHIBIT LXXIV.

Kumara Park,
11th September 1917.

My Dear Ramaswami,

Doraswami was getting better of the stomach, but last night he had pains particularly over both thighs and some pain over the rest of the body and did not sleep well. This morning Dr. Achuta Rao thought he might be going in for rheumatism. We called in both Drs. Arumugam and Nanjappa this afternoon. The former suggested some medicine for liver. Col. McGann has been twice to see and suggested consulting Col. Gimlett, which we propose doing to-morrow.

Poor Doraswami has been suffering with excessive pain and is very weak. His temperature also has been raising to 101° these two evenings. Poor Alamelu's evening temperature these two days has also been raising over 103° and it looks as though the relapse has to run its own course. Altogether we are having not much peace as you will see.

Your affectionately,
(Inld.) C. N.

EXHIBIT LXXV.

Kumara Park, Bangalore,
12th September 17.

My Dear Ramaswami,

Doraswami had another sleepless and restless night last night. With application of antiphlogistine to whole body both last evening and this morning, he has been feeling slightly better since this evening and the fever also has slightly gone down. We hope it may be a mere passing neuralgic or rheumatic pain. Col. Gimlett was not called in to-day as Dr. Armugam thought it would be well to watch a day or two more for symptoms, if any, and then consult him. We hope Doraswami may be able to have good sleep to-night.

Poor Alamelu's fever has shown no signs of abatement.

You will be sorry to hear Dr. Ramaswami Iyengar, is very sick and his case is causing grave anxiety. His kidney is striking work and heart is getting weaker. I have been seeing him as frequently as I can manage to get out.

My aunt, uncle Ramanna's wife, who tended me and my sister during our motherless infancy with great care died last Saturday, and I am obliged to go to Gobichettipalayam for the 10th day and following ceremonies. Altogether I have been very uneasy.

Yours affectionately,
(Ild.) C. N.

EXHIBIT LXXVI.

Bangalore,
15th Sept. 1917.

My dear Ramaswami,

I am glad Alamelu's condition has improved very much since I last wrote to you. Her temperature has been going to normal these two days and it is sub-normal now. So far so good. Dr. Achuta Rao hopes to make rapid progress hereafter. All the other patients in the Small house are convalescing very satisfactorily.

But poor Doraswami's condition has been causing anxiety. Fever has not left these 4 days, being between 99° and 102°. Yesterday he had another shivering and it went up to 103°. Col. Gimlett who was able to see him only last evening said it might indicate Malarial condition and suggested quinine which was accordingly given. This morning he had profuse perspiration and nevertheless fever was 101°. He has had a shivering again this afternoon accompanied by a raise to 102.8 . His blood is under examination. Both Armugam and B. Nanjappa think there may be some inflammation or other going on with kidney which is considered probable. The pain he had all over the body has decreased owing to application of antiphlogistine all over body these 3 or 4 days. He has been taking a fair quantity of milk, with soda, tea, etc., and in one shape or the other, he has been able to take about 3 pints a day.

It is now this continuous fever and weakness that is causing anxiety.

In his present condition I feel I cannot get away to Gobichettypalayam even for a day. So I have given it up. My dear aunt, she was so fondly attached to us.

Yours affectionately,
(Initialled) C. N.

EXHIBIT LXXVII.

Bangalore,
16th September 1917.

My Dear Ramaswami,

Doraswami has had two shiverings yesterday both lasting over half an hour each, once in the afternoon and another at 11 o'clock at night, followed by sharp rises of temperature. Even this morning, it was over 101. These are weakening him a good deal. During high fever he has also been wandering some what these two days.

Yesterday while applying antiphlogistine, the pain was located near the kidney and last evening Arumugam thought it might be pancreas trouble.

Kittu, who came last night, of course, considers from all symptoms and condition during the whole of the past fortnight—for poor Doraswami took ill Sunday 2nd instant morning—it is septic with which Achuta Rao agrees.

After due consultation, therefore, an injection of serum (not of the vaccine mixture) has been given this afternoon.

Good His Highness the Maharaja very kindly visited Doraswami last evening (about 7 o'clock without any notice) and cheered him up. His Highness also made very anxious enquiries about him.

Fever being practically continuous and condition remaining anxious, I wired to you to-day, informing you of what Arumugam thinks and how your presence was desirable.

Yours affectionately,
(Ild!) C. N.

EXHIBIT LXXVIII.

Bangalore,
16th Nov. 1918.

From

D. Raghavachar,
Advocate, Bangalore.

To

K. S. Ramaswami Iyer, Esq., B.A., B.L.,
Kumara Park, Bangalore.

Dear Sir,

Re yourself and Messrs. A. N. M. and Co. With reference to the conversation we had the other day in regard to the settlement of all dues in respect of the mortgage transaction pronotes and other accounts entered into between yourself and the members of your family and Dewan Bahadur Sreekanteswara Iyer, Esq., about which you offered me a sum of Rs. 2,45,000 two lacs and forty-five thousand in full satisfaction of all claims of the firm of Messrs. A. Narayanaswamy Mudaliar and Co., on all accounts, I beg to inform you that I have consulted the family members and they have consented and authorised me to accept the said sum of Rs. 2,45,000 in full satisfaction. Kindly arrange for the payment of the money as early as possible and have the necessary documents executed.

Yours faithfully,
(Sd.) D. Raghavachar,
Advocate.

Agent and Receiver to the Estate of Messrs. A. Narayanaswami Mudaliar and Co.

EXHIBIT LXXIX.

Bangalore,
13—4—1915.

My dear Ramaswami,

I returned from Madras yesterday morning. By the same train arrived Sami Iyer with the plan and affidavit re Areocode suits compromise. He told

me that you have communicated your approval of the same to Mr. Sesha Iyer. Sesha Iyer had also sent a letter asking me to have both signed by Doraswami and Ammalammal. It was done accordingly and Sami Iyer left again last evening to Cochin to get the Nambudripad's signature and file the documents in Court on the 15th instant.

While at Madras I saw T. R. Ramachandrier. He tells me that Sundram Iyer will be booked. Now that the case is remanded, we have to examine witnesses and let in things favourable to us (as you write to Sesha Iyer). Sesha Iyer has resigned his berth at Nilambur and has taken up an appointment in Sivaganga Zemindari. You must own that he was mainly instrumental in tracing Sundaram Iyer's fraud from beginning to end—who is to do it with that nerve hereafter for us. Swami Iyer is the clever man for manipulating things, etc., but to fit them in a way acceptable to law is more than he is capable of. I think you had better write to Sesha Iyer himself asking his counsel about future management. I dare say he has sufficient sporting spirit in him to run the quarry to earth and he may perhaps be persuaded to instruct our legal man at Calicut when the case comes for hearing.

Nextly as regards money I am busy scheming about it. I expect you had my last letter from Madras in the matter. How much is now left of the old loan and how much of it may be conveniently used for this purpose. Can't we set off Sundram Iyer's realisations during the past 2 years out of Panchakollai. It must come to a pretty round sum. I know very little of these things. This information is required for our future creditors. Hoping you are well. Rajoo is out on circuit. Swami Iyer brought a tin of honey from Kotamalai.

Sincerely Yours,

(Sd.) M. Rangaswami.

EXHIBIT XII (a) and (b).

The son-in-law Mahadeva Iyer writes (as under) to the respected mother-in-law Meenakshi Ammal. Your letter, dated 1-9-1920 was received on the 4th instant.

In that letter are found mentioned many matters which are highly improper insolent and disgusting, nevertheless I give a reply only to the important matters. I do not like to talk and discuss unnecessary topics with women folk. Although you admitted to me and to several others that my deceased father-in-law showed you a draft of the Will written out by M. R. Ry. Judge Kumaraswamy Sastriar Avarghal and that he (the deceased) gave you that draft and nothing else, and that he died without completing the document, yet you have now started a new big false story. That is to say, you have invented either of your own self or through the inspiration of others that he (the deceased) wrote the Will, the document in missing and with the collusion of the daughter born of your womb I have caused its disappearance. You want to see me charged with a grave offence while I solely follow my Dharma (duty) without straying from truth. From this, it has to be concluded that either you are in want of freedom of Will or you have ventured to take the risk of drawing upon your head a great crime subsequently. The allegation that your daughter brought the Will document downstairs and showed it and then wept is wholly false. It is a great wonder that you should possess a heart to fabricate a story (as against or) in the name of your child even after death. I have nothing to do either with your having a share in the ancestral properties of your husband or with your receiving it. You have to ask and get your properties from those who are in possession of those properties, that is, from those who are sharers with your husband. I have no desire to interfere in that matter. I never had nor have I even now any the least desire for your properties or for your money.

The circumstances relating to the motor cars: In regard to this matter as in regard to other matters, an error of memory is proved to exist in your case. What happened was this:—Saying that your husband's most intimate

friend wants the two motor cars you took (from him) Rs. 1000/- into your hands and then you handed over (the cars) to that friend so as to become his property (in payment) for the balance of the amount due to him. Thinking that you were being deceived, I, with great difficulty paid about Rs. 6,200 out of my pocket in settlement of the amount due to him on his account, and got back the motor cars. Subsequent to this, as you told me that the motor cars would be useful to the children Kamalambal and Alamelu, and that (therefore) they should not be sold, I informed you that if the motor cars should be kept with you, the expenses (thereof) would run high, and that the balance that remains out of the amount realised by their sale after deducting (therefrom) the amount paid by me would be more useful to the children, and thereupon you also gave your consent to it, as being the right course; so, I sold one motor car in Bangalore in the year 1918 and took the other to Madras and sold it (there) in the year 1919. When I told you that so much of the sale amount as remained after deducting all the expenses had been invested for interest, for the benefit of the children, you also approved of it. There is an account with me to show how much money there is for and on behalf of the children. That (money) does not exceed about Rs. 3,500.

It being so, there is no reason whatever for a sum of Rupees 15,000 to belong to you. New and new matters are being invented by you. If it should be decided in Court that the money which belongs to the children and is with me may be handed over to you, I am ready to hand it over with interest. I trust that hereafter, least, you will know that there is no use whatever in giving me notices by registered post.

(Sd. in English) C. K. Mahadeva Iyer,

13—9—1920.

Translated by (Initialled) M. B. V., Commissioner.

Deposition of S. Krishnamurty, 1st witness for 7th defendant.

Father's name—Subrayar. Age—30. Caste—Brahmin. Occupation—Clerk, Secretariat. Residence—Bangalore.

Duly sworn:—I have not got the letters, dated 4-2-1919, and 5-2-1919, written to me by the 1st defendant. I see Exhibit XXVIII addressed to Mr. Mahadeva Iyer. It is in my handwriting. I see Exhibit 65 and 65(a). I received the originals of those letters. Exhibit XXVII is in Venkataraman's handwriting. Exhibit XXXII(a) has been signed by me. I see Exhibit 33. It is in my handwriting. I received the orginal of Exhibit 32 and a list with it. I prepared a copy of the list and sent it to the first defendant. Exhibit XXXIII is in my hand and I sent it to first defendant.

Cross-examined by Mr. L. A. G:—I am the plaintiff's brother's son-in-law. I see Exhibit XXVIII. I was then living with my aunt. I wrote the letter under the plaintiff's instructions. All that I have written in the letter under her instructions. I did not write anything without her instructions. I was with the plaintiff for about 11 years prior to the date of Exhibit XXVIII except for a period of about 6 months prior to December 1918. Even 6 months before December 1918, the Government Officers were coming to Kumara Park and taking measurements. They came two or three times to take measurements to my knowledge. During all that time, the plaintiff was living in Kumara Park. I was not here when Mr. Doraswamy Iyer died. I came here on the Sanchayanam day. The plaintiff's brother and mother and others and I, all took train together and came here on Monday morning. When I came here Lakshmi, the plaintiff's daughter was here. I do not remember if Mahadeva Iyer attended the Sanchayanam. He was not present at the Sanchayanam. I do not remember having seen Mr. C. K. Mahadeva Iyer at all on Monday the 24th September 1917. I do not remember if the plaintiff shifted to Ramavilla on the 10th February 1919 as mentioned in Exhibit XXVIII. I know the plaintiff shifted to Ramavilla. I was present then and continued to live with her for about 6 months after she shifted to Ramavilla. The plaintiff did not require my assistance to

look into or pick out any paper nor did she require any one's help for the purpose. Venkataraman and I were present when the plaintiff's brother picked out papers one day and except myself and Aiyasamy Iyer, and no one else who is alive was present then. Papers connected with the Will and a draft Will were found. She took the papers and was giving instructions to her brother. I do not know what instructions she gave him. Venkataraman was in her confidence. She was never taking me into her confidence during the 11 years I stayed with her. On that day only the papers mentioned above were taken out. There was no other talk to my knowledge. The Will papers and the draft Will were picked out from the Rotary Desk. I saw the draft Will. It is Exhibit K. I had never seen it previously. I do not know what the plaintiff did with Exhibit K after she took it out or what she said after she picked it up. The first time I heard of or saw Exhibit K was when it was picked out of the Rotary Desk. The first time I ever knew of any Will of Mr. K. S. Doraswamy Iyer was when Exhibit K was picked out of the Rotary Desk in Rama Villa. Even then the talk was only about Exhibit K and no other document. There was no talk of any Will between the plaintiff and her daughter Lakshmi during the ten days after the death of Mr. K. S. Doraswamy Iyer. I was not present at any conversation between the plaintiff and her daughter Lakshmi on Monday, Tuesday and Wednesday (that is 24th, 25th and 26th September 1917). About two years after the plaintiff removed to Rama Villa, the Rotary Desk was opened and Exhibit K was picked out. The plaintiff did not have any talk with me or with any one else to to my knowledge about Exhibit K or any other paper or the finding of papers in the desk, or any other course she had to follow, when the Rotary Desk was opened.

Cross-examined by by Mr. T. R. R.—I do not remember whether the Rotary Desk was opened after I arrived here within the ten days of Mr. K. S. D's death. I was never present at the conversations between the mother and daughter. The mother and daughter talked to each other, but I did not care to listen to them. They might have talked about various things. I never listened to the talk. I was aware of the fact that aunt had been asked to vacate K. P. in pursuance of the agreement with the Government as mentioned in Exhibit XXVIII. The first defendant had also told me so.

Question :—I believe you wrote the first portion of Exhibit XXVIII(b) on your information and second portion commencing with 'aunt desires' at the request of your aunt.

Answer :—Yes.

Cross-examined by Mr. L. A. G. with permission.—I knew that aunt had been asked to vacate as mentioned in Exhibit 28(b). The first defendant was also coming and speaking to her and asked her to vacate as the K. P. had been sold to Government. She knew also she had to vacate, I see Exhibit 65. I received it. I must have informed the plaintiff about Exhibit 65. I did communicate everything in Exhibit 65 to her.

Re-examined :—The Government Officers took measurements in the intervals of about a fortnight. The plaintiff knew that she had to vacate before the 15th of February as stated in Exhibit 65(a) and so she fixed 10th February.

Read over and admitted correct.

(Sd.) G. Sreenivasa Iyer,
District Judge.

14-12-25.

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No. 347, OF 1925—26.

BANGALORE.

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EXHIBIT N.

SRI RAMAJAYAM.

Victory unto the blessed Lord Rama. Many blessings in order that the fulfilment of all his desires, and long life may happen to the long lived Ramasawmy Iyer. The welfare of both (i e., the writer communicating his welfare and asking the person written to, to communicate his welfare.) After you left here for Bombay no news is known regarding the state of your health, as also of the health of the long lived chiranjivi Subramani and Duryappen. Here the blessed Kamalambal and Alamelu, owing to excessive sickness as before (viz.) fever, headache, cough, pain in the nerves, etc , have not (taken) (food). As I worked hard for them (by nursing them) then, I also fell sick of fever, headache, pain in the nerves, etc., and in consequence there was (for me) a break of consciousness and for 2 or 3 days when I was undergoing great suffering during those times, my anxiety was that the share due under the 'order' of my husband was not separated and that no arrangement was made for delivery of possession to us (to me) thereof, this itself was the longing desire. The thought that prevailed uppermost in my mind was that in the same way as my husband died, greatly worrying himself over his not having divided the share, his fate having come to an end, before he could complete the division in the family as arranged by him. I might also die at any time without enjoying the share after dividing it according to his 'order.' Being thus possessed of deep anxiety, and half worried with mental anguish and half with physical sickness, without strength, without taking food, I have been suffering in many ways; hence, within a week of the receipt of this letter, bring chi. Mahadeva Iyer and come to Bangalore and in the presence of mediators, separating the share according to the 'order' of your elder brother, arrange for everything fully and impartially (without any bias) thus do I beseech you. I am awaiting your arrival.

(Sd.) Meenakshi Ammal.

21—7—1919.

EXHIBIT O.

SREE RAMA JAYAM

Victory unto the Blessed Lord Rama. Many blessing in order that the fulfilment of all his desires and long life, may happen to the long lived Ramaswamy Iyer Avergal. The welfare of both (i., e. the writer communicating his welfare and asking the person written to, to communicate his welfare.) I heard indirectly that after you went from here to Bombay you had an attack of fever and were ill. I request you to write to me immediately about the details of your recovery and also about the health of Subramani and Duryappan and others. Here for one week the blessed Kamalambal and Alamelu have had no fever. My health is the same that it was before; without food and feeling week that is the sickness. I wrote to you before in detail, asking you also that the share due as per 'Notice' and 'order' of my husband should be separated and arrangements should be made for the delivery of possession thereof to me, and speaking in several other ways, in that letter, dated 21—7—1919. I asked you to come here in a week In compliance therewith you did not come; neither did you send me any letter whatsoever. Owing to my excessive sickness anxiety is (pressing me) and that itself is my great worry. At least within a week of the receipt of this letter by you, make chi. Mahadeva Iyer come to Bangalore, come in a week, and in his

presence and in the presence of mediators, effect the separation of the share as per 'notice' and 'order' of my husband, and I request you to settle it all fully and impartially (without any bias.)

5 (Sd.) Meenakshi Ammal

11—8—1919.

EXHIBIT P.

10 Victory unto the blessed Lord Rama. Many blessing in order that the fulfilment of all his desires, and long life, may happen to the long lived Ramaswamy Iyer. The welfare of both (i e the writer communicating his welfare and asking the person written to, to communicate his welfare).

15 I hear that after you went to Bombay you had an attack of fever. Write to me immediately about the details thereof, and also about the welfare of the long lived Subramani and Durayappen. Here the blessed Kamalambal and Alamelu had an attack of high fever ; with great difficulty an injection was given. I have had an attack of high fever for one week: took no 20 food, have headache, pain in the nerves, pain in the leg, shooting pain in the nerves of the hand, in consequence of these there was no speech and breath, there was a failure of the memory of this world and there was also a break of consciousness. I am having injections for fever.

25 [Exhibit XI. Although my husband had told you in person and many times through letters that the division of the shares should be completed and that you should bring some accounts, you paid no heed therto, and at the instigation of some one arrived here after he had lost consciouness and balance of judgment and having been 30 present when he died and conducted his obsequies.] Exhibit XI, My husband on the other hand, under the worry that you had deceived him by not agreeing to complete the division of the shares as per the 'notice' issued by him, became very impatient, and weeping aloud and bursting with grief, departed this life. Like him, I am also 35 overpowered by unbearable fever and (other) diseases and I have a lot of sickness which frequently troubles me, as it did my husband, no division has been effected like him, I may also die without seeing the division and separation of the share effected; with this great anxiety, I resolved that at least when I am in possession of my understanding I should get a division of the 40 share effected in accordance with the 'notice' issued by my husband and also according to his oral 'order' and that I must see it all with my own eyes and so I sent you two letters, dated 21—7—1919 and 13—8—1919 (in this behalf). Although you clearly know the matters dealtwith therein, yet, either through your own understanding or through listening to the advice of (evil) 45 advisers, you not only did not send me up to date the accounts relating to the income and expenditure of the Mills for the current year, and did not come here and separate the shares, but did not also send me any replies to the above letters. I request that hereafter at least, taking this to be a notice, you will come here within two weeks and effect a 50 division and seperation of all the shares according to the 'notice' issued by my husband and according also to his oral order. As stated above, although three notices were sent to you, so long as you do not come here immediately and complete (the partition) it will be necessary for the purpose of effecting the division and separation of all the 55 shares, as stated above, to institute proceedings by putting forth suitable effort. Hereafter there is no reason for you to be displeased with me. I myself thinking thus, have sought to make it known through this letter.

(Sd.) Meenakchi Ammal.

60 4—9—1919.

EXHIBIT Q.

1—9—1920.

Victory uuto Blessed lord Rama. Many blessings tothe longlived Ramasawmy Iyer. Welfare of both (i e. the writer communicating his welfare and asking the person written to, to communicate his welfare).

1. For the celebration of the marriage of my nephew the long lived Venkataraman in the year 1915, my husband together with the children, and etc., went to Suraikkayur after the celebration of the marriage, we came to the house in Kurumangudi ; then in the house, in the presence of many persons, my husband told my father and elder brother as follows :—

'Transgressing my father's words and acting according to your words, I gave my daughter Lakshmi in marriage to the Coimbatore boy. Taking into consideration the fact that he was very poor and had very little property (or means) also taking largely into consideration the matter of his studies, and etc., and all the matter relating to his family, I helped him to get on in life. It being so, now without thinking anything about his old condition of affairs and the many acts of kindness I did for him and for which he has to be grateful, he has forgotten them all, by means of his present position of respectability ; he in addition to his not coming to our house, has prevented my daughter from coming to our house. Even when he comes on the occasion of any marriage at the small bungalow and other places he does not come to our house ; he does not ask Lakshmi also to come; his behaviour is very undignified. Although I have an only daughter and a son-in-law yet they are of no use to me, our life is uncertain- Although, according to my horoscope, I may have no sons born to me yet, according to your dahghter's horoscope the birth of sons to her is a certainty. In Echangudi Ganapathy Agraharam, there are ten families of the brothers of my great grandfather, if, in those families you see a boy who has a 'lucky' (good) horoscope, who is according to astrological scrutiny adopted (for marriage) to one of the two horoscopes that is either to that of the blessed Kamalambal or that of Alamelu, who is a boy that is possessd of some study and bring him (to me.) I shall adopt him, and arrange according to our convenience. Having said so, he (father) said that my elder brother should go to Ganapathi Agraharam to see the boys and after settling come to Bangalore with the horoscope within a month, arranging matters thus. He then taking us with him, came to Bangalore the very next day. All these things are well and equally known to all who as stated above had then come to Kurumangudi for the marriage, to our relations, to one and all.

2. Afterwards, my mother, sister and others and some others all together advised my elder brother thus:

When he had grand daughters and a grandson and when his brother Krishna Iyer had sons fit to be taken in adoption it is not right for you to believe what he in an angry mood told you and in opposition to them all, to go in search of boys for being taken in adoption. Whereupon my elder brother stayed away in fear without going (in search of boys) and without informing my husband of it. Then although two letters were sent by my husband through post to my elder brother as he did not give a proper account in reply, my husband was till his death very vexed with my elder brother. For this very reason no letter were sent in regard to any matter (by my husband to my elder brother) and he (my husband) did not at all care for him.

3. Four or five months after my husbamd sent the letter referred to above to my elder brother, he (my husband) of his own accord took into his head the matter of effecting partition yet as you (his brothers) did not properly consent to it, he then in due course gave you a 'notice' through a lawyer. To this my husband's brother Krishna Iyer gave a notice, in

reply raising several unlawful objection; to which he (my husband) sent a reply giving proper answers in order, and cancelled it. Thereupon at the intervention of some mediators and in an amicable manner all the brothers including you and my husband being present, the partition deed was written and completed according to the terms of my husband's 'notice' itself; and while all of you (brothers) the mediators and the very many other well wishers were, to seated together just at the time, my husband took up the pen to affix his signature to the partition deed aforesaid, then listening to the advice of some enemies, he told you to bring the few accounts that were in Bombay and said that rolling them also (with others) into one whole and completing the same signatures may be affixed thereto; so saying he put the pen down and he sent you to Bombay to bring within a week those few remaining accounts. As you did not so come back, he pined away in anexiety and the sickness of fever attacked him, and there was delay in your coming back from Bombay and his sickness began to increase every day from day to day, (in these circumstances) Mr. Sreekanteswara Iyer who was then close by, who behaved like a friend but was (really) an enemy, wrote a letter to you in detail when in Bombay, informing you that his physical sickness has increased, and will go on increasing from day to day and that you may come hereafter the receipt of a telegram from here asking you to come here, where upon you did not come from Bombay. Although my husband waited for you as long as possible, yet, as you did not come he was frequently saying Ramaswamy has indeed practised fraud on me, has indeed practised fraud on me. If Ramaswamy Iyer came and this partition deed came to a proper completion, Nanjappa Iyer will have to account for an excessive amount; it is for this very reason that this Nanjappa Iyer has contrived that this Ramaswami Iyer should not come here and then the partition deed already drawn up should not be completed.

[4. Then my husband went to Madras and after consulting with M. R. Ry. Kumaraswami Sastriar, wrote out the Will document completed it and returned.] A few days afterwards that is just 10 days before my husband's death, he told me, Ramasawmy has indeed deceived me. Look at my wisdom, and then what my husband told me was this:—The properties which, according to the notice issued by me, fall to my share proportionate, you my wife, Meenakshiammal should get separated and you may out of your own free will make use of them just as you like, and enjoy them; also, in case you have no mind to live in the bungalow, you may purchase a house for Rs. 30,000 in any place you like and go on living in it; you may adopt a boy whom you like; also you may spend just as you like; embodying (these and, some other details. I have executed a Will document; and he also told me that document, should be acted upon according to procedure in Dewan Krishnamurti's house. In reply to this I said "to whom am I going to give them (i.e., the properties) only to my daughter, grandson, and grand-daughters arm I going to give them, am I live after you, getting your share divided. To which he said in reply. It is known how your daughter and son-in-law are now. It may be seen how they will be then. Over-powered with grief, I went down stairs.

5. Then my husband kept together in the big table the Will document written out as mentioned in Para 4 above, the above mentioned partition deed to which the affixing of signatures was stopped as already mentioned before in Para 3 above, with all the papers relating to the Mills and all the famliy collected together, and locked up (the table) and got Mohideen to see if the table was properly locked up by drawing it twice, and got it well drawn and seen by writer Munilalsingh also. As I was then in my monthly period and so remained at a distance, he gave the key on Sunday into the hands fo the aforesaid Mohideen himself, who said to me:—your husband told me thus: Hand over the key to amma. Nanjappa Iyer is closeby, any of the boys may take the key, open the table, tear and throw away the documents

kept therein, keep the key safe, take good care of the key, keep it very carefully, saying so, with weeping eyes, with tears falling from the eyes, the key was given by him ; saying thus, he gave the key to me and stoop weeping. Then with great affliction I took the key.

[6. It being so, after I bathed (after my monthly period) as Doctor Krishnaswami, in the morning, before I returned (from the bath) had pricked my husband with an injection for fever, he (my husband) lost his consciousness.] Nanjappa Iyer avergal who was then there sent an urgent telegram to you to Bombay to say that my husband would not hereafter survive and that you had better come at once. Then you telegraphed to Madras to Mahadeva Iyer as well and thereafter you came here on Wednesday from Bombay, Lakshmi and also Mahadeva Iyer came here on Friday from Madras.

7. While matters stood thus, after Nanjappa Iyer sent the telegram to you to Bombay, I told him that my husband's sickness was increasing and that a telegram should be sent to Lakshmi asking her to come. In regard to this Nanjappa Iyer avergal said Lakshmi's father-in-law's annual ceremony falls on Thursday, She may not come. Upon this I asked him at least to send a wire to my father's house. In regard to this Nanjappa Iyer avergal said there is no danger to your husband's life there is great prosperity in future for him ; he drank milk just now, fever has subsided, ('lost its hold) do not feel disheartened. So saying he convinced me. Believing what he told me, I sent no news of my husband's sickness even to my father's house, so none came till my husband died. I was alone in great grief close to the dead body. Then after an urgent wire was sent, some came on the next day after cremation (lit on the day the bones of the dead are washed and collected).

8. My elder brother and others who came from their native place said, the request which my husband made to the effect my elder brother should bring a boy for being taken in adoption, as stated in para 1 above he (my brother) did not comply with, owing to the evil advice of some persons, he became hostile to the wishes of my husband ; now that my husband had died, according at least to the wishes of the persons mentioned in pare 2, either taking the (deceased's) brother's son in adoption, let the funeral ceremonies be performed, or through the boy born out of the womb of the daughter (of the deceased) let the funeral ceremonies be properly performed ; it is neither in accordance with reason nor in accordance with the Sastras that I should perform the funeral Ceremonies. When my elder brother told you so, you said that Mahadeva Iyer had not agreed to any of the courses proposed, and that Mahadeva Iyer, however had said in regard to this. It is but proper that his (i.e the deceased's) wife should perform the ceremonies. Let them be so performed. My elder brother felt greatly vexed at my having performed those funeral ceremonies.

9. On Sunday that is, on the second day (of the death) as stated above at about 3 o'clock when we were all bursting with grief and weeping aloud, at the instigation of Nanjappa Iyer, both you and Mahadeva Iyer remaining upstairs, aimed at getting the key from me through my daughter Lakshmi, and so sent her to me and asked me for it. The key of the iron safe is wanted ; My junior paternal uncle asks for it urgently for taking out some of the documents which concern the Mill, give the key-so she asked me. When those who were with me got angry, whereupon she went away. The next day afternoon while she getting angry was insisting on my giving it by saying-you must certainly give it, give it, then my elder brother who was close by came and spoke, what is the emergency about it ? She (i.e myself) has also to go with you and be with you and open and see and take them all, let these twelve days be over. When these pacificatory words were not heeded

by her he spoke to her plainly and pointedly. In opposition to this she then said, people will begin to pour in hereafter very frequently to offer condolences; my junior uncle(paternal)has leisure only now, give the key, in consequence of her insistance, my mother my younger sister, and maternal uncle's son Venkatarama Iyer, all together said, excepting them (Ramaswami Iyer etc.) who else are these for us-when they being here send word (to us for the key) how is it possible for us to say that we do not give it to our daughter? Also, up tillnow the daughter and son-in-law, and all else were hostile, hereafter at least all should be amicable. So saying they spoke to my elder brother honestly thus :—Why do you instigate quarrels? and they all got very severely angry with him. Instantly my elder brother having got angry said-what I say now would seem to be wrong, would indeed look like an affliction, later on this matter will become clear to you; you do not know it now; act just as you like (so saying) he got up and went away.

10. Then owing to the insistence of my daughter Lakshmi and owing also to the compelling force of the advice of my mother and others, and because also I brought you up as my own son I believe that you would not deceive me in any matter, I sent my daughter Lakshmi to you, giving her the bunch of keys at about 4 o'clock on Monday during the day time. She gave that bunch of keys only to you even while Mahadeve Iyer was present. Both of you opened my husband's table which was kept upstairs and took out the documents from which my daughterLakshmi brought out and gave me the Will document which had been written and kept by my husband giving me full and independent powers, and she with great Vexation—wept loudly with deep lamentations as follows :- Thus indeed has my father deceived me, when I his daughter was alive and had children, without remembering me in the least he has given you full and independent powers such as those of buying and selling and &c., over all the properties of his share including the shares in the Mills for all the moveables and immoveables; he has also wrtiten that you may buy a house for Rs 30,000 wherever you like You may adopt any boy whomsoever you like and you are to have all the rights and etc. and he has deceived us.

11. Then I sent her away pacified by saying :—Till now, owing to some misunderstanding, there was no coming and going on your part and so my husband wrote (the Mill) in my name (favour) what if he wrote it in my name. To whom other than you and your children am I going to give (the properties)? Don't you worry over it. Your father has (so) written for fear (i.e. to bring you round) keep this Will document in the box, lock it, bring the key aud give it to me. This matter is clearly known to many of those who were with me then.

12. Then as directed by me, my daughter did not give the key to me. On the night of the next day Mahadeva Iyer went away to Madras. At that time, Sami of the small bungalow came to me and told me :— My senior paternal uncle's wife, what is there wanting to you. He has written many things in several ways thus :— you have got full and independant powers; you can spend as you like just as it suits you, you can give away the properties to whomsoever you like, you may adopt any boy just as you like. What if the senior uncle died? We have not taken away anything. Your share will surely come to you.

13. Then for ten days, keeping your bed and other things upstairs and acting in secrecy (i. e. fraudulently) you took away all the records including among others, the Will document brought into existence by my husband and which was kept in the table as stated in para 5 above, the partition deed which has been mentioned in para 3 above, and to which the affixing of signatures was stopped, the title deeds, loan bonds and etc. belonging to the family and the papers relating to the Mills etc. It was only two days after Mahadeva Iyer came from Madras that my daughter

Lakshmi brought and gave the keys to me. Then I thought that she should have kept all the things in proper order. Even afterwards owing to my great mental afflication and owing also to several troubles at home and at that time, I did not at all see those documents and etc. When my daughter Lakshmi came here for the annual ceremony of my husband she fell sick and died. Struck with great grief and afflication, because she also died. I kept quiet without seeing them (i.e. the papers) at all.

14. Taking the son-in-law Mahadeva Iyer to your side, you causing disgrace to me, took back the two motor cars whose estimated value was Rs. 15,000 and which two motor cars, were purchased out of my husband's salary and which, after his death, I sold for meeting his daily Shradas.

15. It now appears that you have sold absolutely for consideration (money) the big bungalow in which we lived during my husband's life time and even after his death and which was our ancestral and our own (property) I think you do not consider that the share of my husband in the bungalow, aforesaid and also in the garden, and etc. has to go to me.

16. While I was thinking of getting the sale amounts of the two motor cars as stated in para 14 above along with the amounts which fall to my share, together, with interest added thereto, at the time, when in respect of the sale price of the bungalow and etc, as stated in para 15 above, my portion is divided and my share is separated (from the rest) you have up till now kept quite without minding it.

17 In the year 1919, to his house Rama Villa, when my husband's brother's wife Salakshmiammal together with her third son Duryappan came to me on the death of my mother for showing me favour by offering condolences, she, when all were seated together chit chatting said-what is there wanting to you. My husband's brother is said to have written out a Will in your favour (name) directing that a house may be purchased for Rs. 30,000 and that you may spend as you like. Is it not so ? What is there you are in need of ?

18. Then as my share was not separated, I opened and saw the table, and etc., only in the month of Vaiygasi (May–June) of last year; when I examined the aforementioned table, box, and etc , as there were none of the documents, I sent word to you and Mahadeva Iyer and wrote to you letters and notices through registered post, in several ways, thinking that my share atleast may be properly determined and that other matters may be looked into later on. You did not come up to date and did not pay any attention to it; and therefore I asked my elder brother to go and bring you. You sent him back with a reply in many ways saying " she would speak to me about the old matters, though I came nothing could be finally settled ; I have no time now to come." You did not even come here afterwards. When I asked Mahadeva Iyer who had come here last July he said he asked you about partitioning. You are said to have told him, you are speaking about the old matters, all right, let me see, I shall go to Bombay and come back in a month or in 2 months : let me see. Having told me this he left for Madras.

19. All this, when my husband trusted you in respect of all properties and of all other matters ; and when in regard to the affairs of the Mills he settled his agent's power and agent's salary and gave (them both) to you, you did not fully and correctly complete and give the accounts of the Mills, etc., and you did not fully safeguard the monies (when) you were aimlessly wandering and theft had occurred, you caused him mental distress. With the intention that if the shares are separated, care and anxiety will be born in you and the debts would be discharged, my husband asked you to effect a division of the shares ; you did not agree to it, whereupon he gave you a notice. Although on the advice of mediators, the deed of partition was subsequently brought into existence, yet, owing to the unfavourable turn of the times for

the sake of a few accounts, he sent you to Bombay to bring them, on the evil advice of others ; you did not come by reason of Nanjappa Iyer's letter. Then thinking that with the evil intention of deceiving him you did not come, he following the document, effecting partition according to the (notice) issued by him, wrote out the Will document giving full and independent powers to me (in my name). This (Will) and the unsigned deed which my husband had locked up in the table whose key he had sent me as mentioned in Para 13 above and all the documents mentioned in Para 5, you took away as stated above, by causing my daughter Lakshmi to bring the key and by taking the key (from her.) Though such was the state of things, with a view that my share at least may be ascertained properly as above mentioned, I sent word to you on many occasions, though I drew your attention to it and informed you of it through letter and notices on the three days, namely 21—7—1919, 13—8—1919, and 1—9—1919 it is not right that you should ignore it at all. Hereafter at least taking this to be a notice, come here within two weeks of the receipt of this notice, separate my share following the partitiion deed properly brought up into existence by him in accordance with my husband's notices, to the amounts arrived at therein, adding interest according to rules up to that date, to the said deed of partition, and to the balance remaining up to date, after deducting the expenditure from the income, add interest at the end of each year, to the total sum up to date inclusive of all the aforesaid (sums) pay the equivalent (sum); pay the principal and interest on account of the two motor cars ; fully and equally separate the shares as aforesaid in respect of the big bungalow, the Mills, and all the other properties get documents executed and get them registered : thus do I very much request you.

(Sd.) Meenakshiammal.

1—9—1920.

EXHIBIT V.

May there be good luck and success. Letter of invitation on the lucky and propitious occasion of marriage.

To the blessed M. R. Ry. Panchanada Iyer Avergal. We are doing well, I request you to let me know about your welfare. On the Sunday which is the 2nd day of the bright half (M. I.) and the 3rd day of the month of Vaiygasi (May—June) of the year Rakshasa,—which correspond to the 16th day of May of the current year 1915, and which is associated with the asterism mugasirva on that auspicious day, after 10 Naligais and before 15 Naligais when the Zodiacal sign of cancer has arisen above the horizon, elders have decided to give at Chikmagalur my long lived and blessed daughter Alamelu as a bride to the long lived Subramanian who is the grand son of the blessed M. R. Ry. Ambale Anniapandithar Avergal of Mysore and the son of the blessed M. R. Ry. Ambale Subramania Iyer Avergal, Deputy Commissioner of Mysore. And therefore I pray that on this lucky and auspiciou's occasion you will with your family and beloved friends and relations go over there four days earlier and guide the management of this lucky and auspicious ceremony, bless the bride and bridegroom and honour me.

A Naligai :—An Indian hour of 24 minutes.

Chickmagalur,
5th May 1915.

yours,
(Sd.) K. Krishna Iyer.

EXHIBIT VI.

May there be good luck and success. Letter of invitation on the auspicious occasion of the ceremony of investiture with the sacred Card:—

To the blessed M. R. Ry. Panchanadha Iyer Avergal. We are doing well, I request you to write to me often and often about your welfare. On the Thursday which is 10th day of the bright half (M. I.) and the 30th day of

the month of Masi (Feby-March) of the year Plavanga which corresponds to the 12th day of March 1908 and which is associated with the asterism Punarvasam on that auspicious day, after 8-30 a.m. and before 10 a. m. after sun rise when the Zodiacal sign of arise has arisen about the horizon, elders have decided to celebrate the ceremony of investiture with the sacred cord at Bangalore for my sons the long lived Seshadri and the long-lived Subramanyam and therefore I request you to come and stay with us on this occasion at least four days before with your beloved friends and relations and to bless the long lived ones and infuse joy into my heart.

yours,

Bangalore,
6—3—1908.

(Sd). K. Krishna Iyer,
Huzur Treasury Officer.

EXHIBIT XII

Madras 13—9—20.

The son-in-law Mahadeva Iyer writes as under to the respected mother-in-law Meenakshi Ammal. Your letter dated 1—9—20 was received on the 4th instant.

In that letter are found mentoined many matters which are highly improper, insolent and disgusting, neverthless I give a reply only to the important matters I do not like to talk and discuss unnecessary topics with womenfolk. [Although you admitted to me and to several others that my deceased father-in-law showed you a draft of the Will written out by M. R. Ry. Judge Kumaraswamy Sastriar Avergal and that he (the deceased) gave you that draft and nothing else and that he died without completing the document, yet you have now stated a new big false story That is to say, you have invented either of your own self or through the inspiration of others that he (the deceased) wrote the Will, the document is missing and with the collusion of the daughter born of your womb I have caused its disappearance. You want to see me charged with a grave offence which I solely follow my Tharma (duty) without straying from truth. From this it has to be concluded that either you are in want of freedom of will or you have ventured to take the risk of drawing upon your head a great crime sub equently. The allegation that your daughter brought the Will document downstairs and showed it and then wept is wholly false. It is a great wonder that you should possess a heart to fabricate a story (as against or) in the name of your child even after death.] I have nothing to do either with your having a share in the ancestral properties of your husband or with your receiving it. You have to ask and get your properties from those who are in possession of those properties, that is, from those who are sharers with your husband. I have no desire to interfere in that matter. I never had nor have I even now any the least desire for your properties or for your money. The circumstances relating to the motor Cars:—In regard to this matter as in regard to other matters, an error of memory is proved to exist in your case. What happened was this:—saying that your husband's most intimate friend wants the two motor cars, you took from him Rs. 1,000 into your hands and then you handed over the cars to that friend so as to become his property in payment for the balance of the amount due to him. Thinking that you were being deceived, I with great difficulty paid about Rs. 6,200 out of my pocket in settlement of the amount due to him on his account, and got back the motor cars. Subsequent to this, as you told me that the motor cars would be useful to the children Kamalambal and Alamelu, and that therefore they should not be sold, I informed you that if the motor cars should be kept with you, the expenses thereof would run high, and that the balance that remains out of the amount realised by their sale after deducting therefrom the amount paid by me would be more useful to the children, and thereupon you also gave your consent to it, as being the right course; so, I sold one motor car in Bangalore in the year 1918

and took the other to Madras and sold it there in the year 1919. When I told you that so much of the sale amount as remained after deducting all the expenses had been invested for interest, for the benefit of the children, you also approved of it. There is an account with me to show how much money there is for and on behalf of the children. That money does not exceed about Rs. 3,500. It being so, there is no reason whatever for a sum of Rs. 15,000 to belong to you. New and new matters are being invented by you. If it should be decided in Court that the money which belongs to the children and is with me may be handed over to you, I am ready to hand it over with interest. I trust that hereafter at least you will know that there is no use whatever in giving me notices by registered post.

(Sd.) in English C. K. Mahadeva Iyer.

13—9—20.

EXHIBIT LXXX.

To,

M. R. Ry. T. K. Lakshmana Iyer Avergal.

May there be good luck and success. We are doing well I request you to write to me about your welfare.

On the Wednesday, which is the 27th day of the month of Masi (February—March) of the current year Keelaka, and which coresponds to the 10th day of March 1909, after 5 Naligais after sunrise, when the zodiacal sign aries has resin above the horizon on that auspicious day so favoured, elders have by the grace of god decided to celebrate the auspicious ceremony of investiture with the sacred cord (Upanyanam) on behalf of my son, the long lived Ch. Venkataramanan, this auspicious ceremony will be celebrated in Mylapur, Madras. Accordingly I request you to come with your beloved friends four days before and guide the auspicious ceremoney to its conclusion

I am,
your dear friend
K. S. Visvanatha Iyer.

Mylapore
5th March 1909.

JUDGE'S NOTES.

11—11—21. This is a suit filed on 9—11—21 for partition of the family properties both moveable and immoveable mentioned in the plaint schedule and for recovery of plaintiff's one fourth share therein valued at Rs. 4,84,517-1-9.

Posted for hearing on 15—12—21.

(Intd.) K. R.

SERIAL No. 1.

11—11—21. This is an application filed by plaintiff praying that 2nd defendant may be appointed guardian adlitem to the minor 5th defendant and Mr. Kalayana Venkatarama Iyer the guardian adlitem of the minor 6th defendant as thee have no interest adverse to those of the minors. Issuy usual notice by 15—12—21.

(Intd.) K. R.

NOTE :—I find that in the schedule which is appended to the plaint immoveable properties which are outside this State are included. The point will be considered on the date of hearing.

(Intd.) K. R.

15—12—21. Plaintiff by Mr. B. S. R. } Summons to.
1st defendant by Mr. A. R. N. }

Defendants 1 to 4 sent to Bombay returned for want of translation. The guardian of the minor 5th defendant served on house. Summons to 6th and 7th not sent for want of plaint copies. Notices issued to the proposed guardians of the 5th, 6th minor defendants returned unserved for want of time.

Fresh summons to 2 to 4, same summons to 5 to 7 to 2—2—22.

(Intd.) B. N.

2—2—22. Plaintiff by Mr. B. S. R.

1st Defendant by Mr. A. R. N.

Defendants 2 to 5 served on residence 6th, 7th defendants summons not yet returned. 5th defendant's guardian served on house not yet returned Await 9—2—22.

(Intd.) B. N.

21—2—22. Paintiff by Mr. B. S. R.
1st defendant by Mr. A. R. N

6th defendant's guardian served on residence F. S. to defendants Nos. 2 to 6 by 14—3—22. 7th defendant by Mr. R. R. undertakes to file a power.

(Intd.) B N.

SERIAL No. 2.

21—2—22. This is an application filed by plaintiff with affidavit praying that substituted service on defendants 2 to 4 may be ordered as plaintiff has reasons to apprehend that the said defendants are keeping out of the way for the purpose of avoiding service and as it has been found impossible to effect service on them in the ordinary way. Issue substituted service.

(Intd.) B. N.

14—3—22. Plaintiff by Mr. K. S. N.

Defendants Nos. 1 to 4 by Mr A. R N

7th defendant by Messrs. R. R. and C. N N. defendants 3, 4 and 6.

Summons of notice to the 2nd defendant and notice to the minor 5th defendant are served Summons to others are not returned yet. Mr. A. N. R. says that the 2nd defendant is not willing to be the guardian of minor 5th defendant and that the 1st Defendant is willing to be the guardian of 5th defendant. Mr. K. S. N. says that the 1st defendant may be appointed guardian adlitem.

Let a notice be taken to the 5th defendant and also to 6th defendant for filing written statements by 30—3—22.

(Intd.) B. N.

30—3—22. Plaintiff by Mr. K. V. S.
Defendants 1 to 4 by Mr. A. N. R.
7th defendant by Mr. R. R.

Notice to the minor 5th defendant is served personally. Notice to the 6th defendant is not returned yet. Fresh notice to 6th defendant and proposed guardian by 29-5-22.

(Intd.) B. N.

29—5—22 Plaintiff by Mr. K. S. N

Defendants 1 to 5 by Mr. A. N. R.

7th defendant by Messrs. R. R. and C. N. N.

Notice to the 6th defendant and proposed guardian served personally. Guardian absent Let a fresh guardian be proposed by 1—6—22.

Intd. B. N.

1—6—22. Judge being on Casual leave adjourned to 3—7—22.

By Order (Intd.) Sheristedar.

3—7—22. Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 5 by Mr. A. R. N Iyer

6th defendant absent.

7th defendant by Mr. M. Ramachandra Rao.

SERIAL No. 3.

Plaintiff has filed an application that the Court clerk or any officer, of the Court may be appointed guardian. As the Judge is on Casual leave this is adjourned to 6—7—22.

B. O. (Intd) Sheristedar

6—7—22. Plaintiff by Mr. K. O. S.
Defendants 1 to 5 by Mr. T. G. R. for Mr. A. R. N. 6th Defendant.

7th Defendant by Messrs M. R. R and C. N. N. Plaintiff's Advocate prays that as the relatives are not willing to be guardians of the 6th Defendant some court official may be appointed guardian of the 6th defendant. Order :—The Sheristedar of this Court Mr. Ramachandra Naidu is appointed guardian adlitem ofthe 6th defendant. Let the plaintiff deposit (torn) For Statements to be filled by 31—7—22.

(Intd) B. N.

31—7—22. Plaintiff by Mr. B. S. R. Defendants 1 to 5 by Mr. A. R. N. 6th defendant by Mr. M R, prays for time. 7th defendant by Mr. C. N. N.

The guardian adlitem of the 6th Defendant files a memo stating that a sum of Rupees 500 is required towards the Advocate's fees and Rs. 20 towards the expenses of the guardian i. e. Trainage, Conveyance charges etc.

Adjourned to 21-8-22.

(Intd) B. N.

21—8—22. Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 5 by Mr. Nageswara Iyer 6th Defendant by Mr. M. Ramaswamy. 7th Defendant absent.

On account of Kolar Sessions adjourned to 30—8—22.

(Intd) B. N.

30—8—23. Plaintiff by Mr. V. B. for Mr. K. S. N. Defendants 1 to 5 by Mr. A. N. R. files 2 statements. 6 th Defendant by Mr. M. R. files a statement. 7th Defendent by Messrs M R. and C. N. N files a statement. For reply to 11—9—22. 5

(Intd) B. N.

11—9—22. Plaintiff by K. V. S. prays for further time.
Defendants 1 to 5 }
6th Defendant } as before 10
7th Defendant }
Adjourned to 9—10—22

(Intd) B. N.

9—10—22. Plaintiff by Mr. B. S. R. files a reply. 15
Defendants 1 to 5 by Mr. A. R. N.
7th Defendant by Mr. C. N. N.
6th Defendant by Mr M. R.
For issues to 18—10—22

(Intd) B. N. 20

18—10—22, Plaintiff by Mr K. V. S.
Defendants 1 to 5 by Mr. T. S. R. }
6th Defendant absent } Pray for time
7th Defendant by Mr. M R. }
Adjourned to 1—11—22. 25

1—11—22. Plaintiff by Mr. B. S. for Mr. K. S. N. prays for time.
Defandants 1 to 5 by Mr. A. N. R.
6th Defendant by Mr. M R.
7th Defendant by Mr. C. N. N.
Adjourned to 7—11—22. 30

(Intd) B. N.

7—11—22 Plaintiff by Mr. B S. R.
Defendants 1 to 5 by Mr. A. N. R.
6th Defendant by Mr. M. R.
7th Defendant by Messrs M. R. and C. N. N. 35
Mr. Shanker Rao says that the plaintiff does not claim under the will left by her deceased husband.
Issues settled for trial to 2-2-23 returnable by 20-12—22.
3 weeks to file documents.

(Intd.) B. N. 40

SERIAL No. 4.

20—11—22. This is an application filed by 1st defendant stating that the document referred to in para 4 of the plaint are not produced in Court by the plaintiff, that the inspection of these documents is necessary to know what they are and adduce his own evidence and that the draft prepared by Mr. C. S Doraswamy Iyer referred to in para 7 of the written Statement is in possession of the plaintiff and the production of the same is essential for this case and praying that the plaintiff may be ordered to produce the said documents in Court and allow the petitioner to have an inspection of the same. 45 50
Issue notices by 23—11—22.

55

(Intd.) B. N.

23—11—22. Plaintff by Mr. K. S. N.
Defendants 1 to 5 by Mr. A. R. N.
Notice (re Serial No. 4) to plaintiff not yet returned. 60

Mr. K. S. N. says that the draft. Referred to in para 3 of the petition is not with the plaintiff. He says that he will file to day some documents which are in his possession and that his client will search for others and file within a week. Mr. A. N. R. may inspect the documents in the presence of the Sheristedar.

(Intd.) B. N.

Adjourned to 29—11—22.

(Intd.) B. N.

SERIAL No. 5.

28—11—22. This is an application filed by the 1st Defendant stating that he has got to file in Court a large number of documents which are very valuable ones and praying therefore to permit him to file them in a sealed Cover after the documents are checked by the Sheristedar if necessary.

Yes.

(Intd.) B N.

SERIAL No. 6.

28—11—1922. This is an application by the 1st defendant stating that he has got some other documents which are necessary for the case in Bombay and some in Calicut and praying that he may be granted four weeks' time to file the other documents.

Time extended as prayed for.

(Intd.) B. N.

29—11—22. Plaintiff by Mr. K. S. N. says that he has to check the Documents and prepare a list and that he will file the list on Monday.

Defendants 1 to 5 by Mr. A. N. R.

Other Defendants absent. Adjourned to 1—12—22.

(Intd) B. N.

1—12—22. Plaintiff. Owing to B. S. C. No. 7—22—23.

Defendants 1 to 5.

Adjourned to 12—12—22.

(Intd) B N.

Advanced to 8—12—22

8—12—22. Plaintiff by Mr. K. V. S.

Defendants 1 to 5 by Mr. A. N. R.

Other defendants absent. Heard.

The Plaintiff has no objection to allow the defendants to have the inspection of the documents referred to in the plaint. Let the document be shewn in the presence of the Sheristedar by opening the sealed cover.

(Sd.) B. Nagappa.

SERIAL No. 7

20—12—22. This is an application filed by the plaintiff stating that there was a delay of only one day in filing her documents in Court on account of some unavoidable circumstances and praying that the delay may be condoned and the documents admitted in evidence. Receive subject to objection.

(Intd.) B. N.

20—12—22. Steps not taken. Bring up on.

2—2—23 (Intd.) B. N.

SERIAL No. 8

5—1—23. This is an application filed by 7th defendant's Advocate stating that he has filed all the documents except a sale deed and that the said sale deed executed by the late Mr. K. S. Doraswamy Iyer and his brother being as a very valuable document it is necessary to file the same in a sealed cover, and praying that permission may be granted to file the same in a sealed cover and the said cover may be ordered to be kept in safe custody. Keep in safe.

(Intd.) B. N.

SERIAL No. 9

5—1—23. This is an application filed by 1st defendant's Advocate stating that Mr. C. S. Doraswami Iyer is a witness for this defendant and his evidence is very material for purposes of this case, and that Mr. C. S. Doraswamy Iyer is now at Agra and it is not possible to get him to Bangalore, and praying that a commission for his examination, on open commission before the District Judge of Agra or any person that Court may appoint may be issued. He further prays that as the notes of instructions for Mr. C. S. Doraswamy Iyer filed by him in Court may be put in a sealed cover and entrusted to the petitioner to avoid any loss in transit for delivering the same to the District Judge there. He further states that notice of this petition has been served already on plaintiff's advocate. To hear.

(Intd). B. N.

SERIAL No. 10

5—1—23, This is an application filed by plaintiff's advocate stating that he has filed a list of witnesses, and praying that he may be permitted to summon them in batches as they are many in number.

Permitted. (Intd). B. N.

SERIAL No. 11.

6—1—23. This is an application filed by 7th Defendant praying that he may be permitted to summon his witnesses after 1st defendant and Plaintiff close their respective cases as the necessity or otherwise of examining separate witnesses on his behalf depends upon the evidence given on behalf of the said two parties.

Permitted. (Intd.) B. N.

SERIAL No. 12.

18—1—23. This is an application filed by 2nd Defendant praying that an addtitional issue as suggested in this application may be framed.

Issue notice by 2—2—23

(Intd.) B. N.

2—2—23. Plaintiff by Mr. K. V. Subba Rao

Defendants 1 to 5 by Mr. A. R. Nageswara Iyer. Other Defendants.

Plaintiffs 2 out of 8 witnesses served. 1 out of 7 for 1st Defendant served. As the Court is engaged in the trial of Bangalore Sessions Case No. 18 of 22—23 Adjourned to 17—5—23.

To hear Advocates about application serial Nos. 9 and 12 to 21—2—23.

(Intd.) B. N.

21—2—23. Plaintiff by Mr K. V. S. for Mr. K. S. N.

Suggests interrogatories to be sent Defendants by Mr. A. N. R. says that some Documents are to be exhibited and that interrogatories cannot be sent.

Order :—As Mr. C. S. Doraswami Iyer is residing beyond the jurisdiction of this Court, a commission will be sent to the District Judge, Agra, with a request that he might examine the witness or appoint some one to examine him.

(Sd.) B. Nagappa.

As re-to additional issue. Heard.

Order :—As it is purely a question of law, the issue suggested is adopted.

(Sd.) B Nagappa.

17—5—23. Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 5 by Mr. A. R. Nageswara Iyer.

As the Judge is on Casual leave this Case is adjourned to 3—8—23.

B. O. (Intd) Shr.

SERIAL No. 13.

8—6—23. This is an application filed by plaintiff praying that the witnesses mentioned in the application may be ordered to be examined on commission as they live outside the Mysore State and as they are not amenable to the jurisdection of this Court &c.

Issue notice by 3—8—23. (Intd). B. N.

3—7—23. Taken up at the instance of Mr. Shankara Narain Rao for plaintiff.

Defendants 1 to 5 by Mr. Nageswara Iyer takes notice of the petition.

SERIAL No. 13.

Mr. Ramaswamy takes notice for the 6th Defendant.

Mr. Ramachandra Rao takes notice for the 7th.

For any objection adjourned to 20—7—23.

(Intd.) G. S.

20—7—23. Plaintiff by Mr. K. O. Subba Rao.

7th defendant by Mr. N. Sami Naidu and Mr. M. Ramachandra Rao state that they have no objection to the issue of the commission if the Court thinks fit to issue.

6th Defendant's guardian by Mr. Ramaswami states that he leaves the matter to Court. Others absent. The witnesses to be examined are in Madras, Trichinopaly, Bombay, Tanjore, &c., So. the witnesses cannot be compelled to come to Court.

I direct the issue of the commission as proposed. In the beginning it will be at the expense of plaintiff. But, if any of the defendants take advantage of the commission execution they may have to contribute towards the whole cost Commission to Madras to issue by next date viz 6—9—23.

(Intd.) G. S.

Later, Mr. T. S. Ramaswami Iyer appears along with Mr. Nageswara Iyer for defendants 1 to 5 files an Objection Statement. But as there is no objection in it to examine witnesses in Madras this objection will be heard later on i.e., on 3—8—23.

(Intd.) G. S.

3—8—23. Plaintiff by Mr. Sankaranarain Rao, defendants 1 to 5 by Mr. Nageswara Iyer, 6th defendant by Mr. Ramaswami, 7th defendant's Advocate by Mr. M. Seshadri. Mr. Nageswara Iyer raises the question that mere cross-examination of the Madras witnesses by him will not amount to taking advantage of the Commission by him. I agree. The issuing of commissions to other places will be deferred until the Madras Commission is returned executed. Mr. Sankaranarain Rao states that the examination of witnesses in this Court may also be deferred until the return of the Madras Commission as it is stated that the Madras witnesses are the most material witnesses in this case.

Adjourned for waiting return of Madras Commission to 5—11—23.

(Intd.) G. S.

6—9—23. This is a memo filed by the Court guardian of the 6th minor defendant soliciting orders of the Court re-giving instructions to the Advocate for the minor 6th defendant about cross-examining the plaintiff's witnesses for whose examination a Commission is issued to Madras and also about the costs to be deposited by plaintiff regarding the same.

Is the defence of the 6th defendant common to that of the other defendants? Ask plaintiff's counsel about costs.

(Intd.) G. S.

12—10—23. As suggested by Mr. K. V. Subba Rao Rs. 100 is fixed for the time being as the Commissioner's fee. This amount together with Rs. 5 to meet M. O. Commission Postage and Registration charges will be deposited by the plaintiff.

In the letter it may be stated that the Small Causes Court Madras is authorised to delegate the Commissioner to some practicing Vakil at Madras. It will also be mentioned that the date of the examination and the place will be intimated to this Court by the Commissioner. After the intimation is received here the Lawyer's concerned will be intimated by this Court.

(Intd.) G. S.

5—11—23. Owing to Kolar Session adjourned to 18—1—24 (Ind.)

18—1—24. Plaintiff by Mr. K. O. Subba Rao.

Defendant 1 to 5 by Mr. A. R. N.

7th defendant by Messrs M. R. R. and D. S. Rao.

The Commissioner in the case requests an extension of time for the return of the commission till 18 February 1924.

Mr. M. R. Rao says that it would be better if the date for the return of the commission be extended till 25—2—24, as the examination of this witness might commence on, the 17th. Time is extended till 25—2—24.

(Intd). K. R.

25—2—24. This day being a holiday on account of Election, adjourned to 27—2—24.

B. O.

(Intd).—

27—2—24 Commission not yet returned.
Plaintiff by Mr. B. Sankara Rao
Defendants 1 to 5 by Mr. A. R. N.
7th Defendant by Mr. M. R. Rao.

SERIAL No. 13 A.

Mr. A. R. N. Iyer files an application asking that Mr. C. P. Ramaswamy Iyer may be examined by the Commissioner who is appointed to examine plaintiff's witnesses at Madras. Messrs Sankara Rao and Ramachandra Rao say that they do not oppose the petition. The Commissioner will be requested to examine the witness above referred to along with the witnesses who remain to be examined on plaintiff side.

The Commissioner has not written to the Court asking for extension for time. But Mr. M. R. Rao says that only 2 witnesses have been examined and that the Commissioner has fixed the 28th of March for the examination of the remaining witnesses. The commission has remained unexecuted for some time and the parties are asked to see that it is returned on or before 4—4—24 and the Commissioner will also be requested to finish the examination of the witnesses before that date. Adjourned to 4—4—24.

(Intd.) K. R.

Later. Mr. A. R. N. will take out the necessary warrant to have his witness examined by the Commissioner and it will be addressed to the Registrar of Small Causes.

(Intd) K. R

SERIAL No. 14

This is an application by the plaintiff praying that the time for the return of the Commission may be extended to some date after the Courts re-open after the vacation as the examination of Sir C. V Kumaraswami Sastri, has been fixed for April. The plaintiff further prays that notice of extension may also be intimated to the Cammissioner. Time extended till 23—5—24.

(Intd.) K. R.

4—4—24. Time extended for the return of the Commission till 23-5-24.

Plaintiff absent. Defendants 1 to 3 by Mr. M. B V. for A. R. N. Bring upon 23—5—24.

(Intd.) K. R,

23—5—24. The Registrar, Court of Small Causes, in Madras forwarding the letter from the Commissioner, recommends an extra remuneration of Rs. 50 to be paid to the Commissioner. Commission not yet returned.

Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 5 by Mr A. R. N.

7th defendant by Mr. M. R. Rao.

Mr. A. R. N. wants time to deposit the fee to be paid to the Commissioner.

Ask the Commissioner to send the records, after sending Rs. 50 which Mr A. R. N. undertakes to deposit on or before 1—6—24. And await receipt of records till 14—6—24.

(Intd.) K. R.

14—6—24. Plantiff absent.

Defendants 1 to 5 by Mr. A. R. N Iyer

7th defendant by Mr. D. S. Rao.

Commission records received. The case is posted for trial to 16—9—24. Processes or records returned by 13-8.24.

(Intd) K. R.

Defendants may summon their witnesses after 1st plaintiff's side is closed.

(Intd) K. R.

13—8—1924. Steps not taken.

Plaintiff, Defendant { On account of the trial of Bangalore Sessions Case No. 18-23-24 this is adjourned to 16-9-24.

(Intd.) K. R.

16—9—24. Plaintiff has summoned two witnesses of whom one is served present.

As the Judge is absent in Kolar on account of Sessions this is adjourned to 12—1—25.

B. O. (Intd) Sheristedar

12—1—25 Plaintiff by Mr. Sankara Rao.

Defendants 1 to 5 by Mr. Nageswara Iyer

7th defendant by Mr. Srikantiah for Mr. M. R.

Plaintiff has summoned one witness and his summons not yet returned. Only one witness Aiyaswamier is present. Mr. Nageswara Iyer prays that the witness is the defecto plaintiff, he might be examined in the presence of the defendant who is said to be ill and unable to be present. No other witness is come. Mr. Shankara Rao, says that the other witnesses were not summoned by reason of the permission given to him to summon witnesses in batches. The order to summon witnesses in batches is withdrawn. The plaintiff has to summon all the witnesses within the Jurisdiction of this Court and have them in attendance by 25th May. This case will be taken up on 25, 26, 27, 28 and 29th May. For return of summonses to 12—2—25.

The plaintiff should also have the outside witnesses examined by Commission before that day. For stating particulars to what the witnesses are going to say and whom should be examined on commission adjourned to 16-1-25

(Intd.) G. S.

16—1—25. Plaintiff by Mr. K. V. S. for Mr. Sankaranarain Rao

Defendants by Mr. Nageswara Iyer.

The plaintiff's advocate filed a memo saying that she dispenses with all witnesses except Aiyaswamier and Shama Iyengar and the plaintiff. For appointment of a Commissioner to examine the plaintiff on Commission Adjourned to 1—4—25.

(Intd.) G. S.

12—2—25. Plaintiff has summoned 2 witnesses. Summons not yet returned. Fresh summonses may be taken.

(Intd.) G. S.

1—4—25 Plaintiff has not taken steps. As the Judge is on Causual leave to day this is adjourned to 3—4—25. For appointing a Commissioner.

B. O. (Intd.) C. R. Sheristedar.

3—4—25. Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 4 by Mr. V. S. Ramaswami Iyer.

Mr. K. V. Subba Rao proposes Mr. C. Narasinga Rao as Commissioner to examine the plaintiff at her house. As no objection is urged, Mr. C. Narasinga Rao is appointed Commissioner. His fee is Rs. 50 which should be deposited before to-morrow. The examination should be completed before the next date of hearing.

(Intd.) G. S.

25—5—25. Plaintiff by Mr. Sankaranarain Rao.

Defendant 1 to 5, 7th defendant } as before.

Commissioner, submits an intimation report stating that examination in Chief of the plaintiff is completed and that the cross-examination is yet to be done. He also submits the evidence recorded by him together with the Exhibits marked till now. He prays that his fee may be enhanced by another Rs. 150.

The parties request that, the case may be taken upon the 9th. Adjourned to 9—6—25.

The Commissioner's fee is raised to Rs. 150.

Issue a summon to Mr. Shamiengar and say that his presence is absolutely necessary and that he would be sent away the the same day.

(Intd.) G. S.

The Commissioner prays that the amount of fee in deposit in Court may be ordered to be paid to him. Pay. 25-5-25,

(Intd.) G. S.

SERIAL No. 15.

25—5—25. This is an application filed by the 1st defendant's counsel praying that for the reasons given in the affidavit, plaint, written statement affidavits, petitions and other original papers in O. S. No. 673 of 1923 on the file of the District Munsiff's Court, Manjeri may be sent for from the District Court, Calicut.

Order on petition. Request the Court to send the records as the parties wish to have the originals.

(Intd.) G. S.

9—6—25. Records summoned for from Manjeri Munsiff's Court have been received.

As the Judge is absent on privilege leave this is adjourned to 10—6—25.

(Intd) C. R.,
Sheristedar.

10—6—25. Plaintiff as before.

Defendant 1 to 5, 7th defendant, as before.

Plaintiff has paid bhatta to 2 witnesses.

Commission issued for the examination of the plaintiff is not yet received.

One witness was examined. For want of time adjourned to 26—6—25.

The Commissioner's fee is increased as prayed for. He may return commission by 26—6—25. The amount deposited may be paid to him.

(Intd.) G. S.

26—6—25. Plaintiff by Mr. K. V. Subba Rao.

Defendants 1 to 5 by Mr. Nageswara Iyer.

7th defendant by Mr. Ramachendra Rao.

The plaintiff's examination is not completed and further time is prayed for. Mr. Shama Rao also says that the witness Ayyaswamy Iyer is ill.

At their request adjourned to 2—7—25.

(Intd.) G. S.

2—7—25 Plaintiff by Mr. K. V. Subba Rao,

Defts. 1 to 5 } As before.
7th Def. }

Mr. Sankaranarain Rao is said to have got fever at 9 a. m. and an adjournment is requested. Mr. Shama Rao says he will take instructions and examine the only remaining witness. Adjourned to 3—7—25.

(Intd.) G. S.

Commissioner Mr. Narasinga Rao submits his report enclosing the evidence of the plaintiff and praying that he may be paid fee at Rs. 25, a day for the 12 days work he had to do.

3—7—25. Plaintiff }
Defts. 1 to 5 } As before.
7th Defeddant. }

The plaintiff's witness was examined and Cross-examined in part. Adjourned to 6—7—25.

(Intd.) G. S.

6—7—25. Plaintiff.

Defendants 1 to 5

7th Defendant.

In memory of the demise of Mr. Justice K. Ramaswamy Iyengar this is adjourned to 7—7—25.

(Intd.) G. S.

7—7—25. Parties as before.

The Cross examination and re-examination of the plaintiff's brother was completed. The plaintiff closed her Case.

Mr. Shankaranarayana Rao says as his health is not good, an adjournment may be granted. Mr. L. A. G. says he will have his evidence ready. The defendants should all have their evidence ready. No further adjournment will be given. Adjourn to 7th September subsequent days

(Intd.) G. S.

7—7—25 Commissioner prays that the balance of his fee Rs. 150, in deposit may be ordered to be paid to him. Pay.

(Intd.) G. S.

SERIAL No. 16.

Advocate for defendants 1 to 5 files this application under Section 151 of the Code of Civil Procedure praying that Mr. M. B. Varadarajiengar Advocate may be appointed Commissioner to translate the Tamil Exhibits in the Case. As no objection is urged, Mr. V. Iyengar may translate the Exhibits.

(Intd), G. S.

SERIAL No. 17.

The same Advocate files this application under Order 26 rule 4 of the Civil Procedure Code praying that a Commission may be issued to the Chief Judge Court of Small Causes, Madras to examine, for reasons mentioned in the affidavit, Mr. Mir Amminudin Bar-at-Law, Deputy Registrar, High Court with reference to the interrogatories and copy filed.

Copy of this application etc., are said to have been served on the plaintiff's Advocate.

Mr. Sankara Rao has no objection. He prays for time to file cross-interrogatories.

Adjourned to 31-7-25 He objects to the last paragraph of the interrogatories and Mr Nageswara Iyer agrees that it may be scored out.

(Intd) G. S

31—7—25. Plaintiff by Mr. K. V. Subba Rao.
Cross interrogatories filed. Issue the commission.

(Intd.) G. S.

SERIAL No. 18.

24—8—25. Under Section 151 and O 7. Rule 1 (1) C. P. C. the plaintiff's Advocate files an application praying that this case which is posted for evidence on the 7th September and succeeding days may be adjourned to some date beyond the 15th idem as he has to attend the Legislative Council Meetings. Copies of this application have also been served re the other side as stated therein. Yes.

(Intd.) P. M.

31—8—25. The Commission issued to the Chief Judge, S. C., Madras, is returned duly executed. Acknowledge receipt and authorise payment of the amount sent on this account.

7—9—25. On account of Bangalore Sessions this suit cannot be taken up to-day But the plaintiff's Advocate has filed an application praying for an adjournment beyond the 15th instant. So adjourned to 12 and 13—11—25 and succeeding days. R. P. by 12—10—25.

(Intd.) P. M.

12—10—25. Plaintiff.
Defendants 1 to 5. } Steps not taken.
7th Defendant

One more chance is given.

(Intd.) G. S.

SERIAL No. 19.

6—11—25. 1st defendant's Advocate files this application under Order 13, Rule 10 of the Code of Civil Procedure praying that some other papers in O. S. No. 673 of 1913 on the file of the District Munsiff's Court, Manjeri mentioned by him may be summoned from the Court of District Judge, Calicut. Issues a requisition.

(Intd.) G. S.

12—11—25. Plaintiff by Mr. Sankaranarain Rao.

Defendants 1 to 5 by Messrs. L. A. Govindaraghava Iyer and Nageswavara Iyer.

7th defendant by Mr. Ramachandra Rao.

1st defendant examined one witness. 1st defendant's examination continued up to 5 p m. as it is past 5. p. m.

Adjourned to 13—11—25.

(Intd.) G. S.

13—11—25. Plaintiff. Defendants 1 to 5. 7th Defendant } as before.

The 1st defendant's examination was continued. As it is past 5 P. M. adjourned to 14—11—25.

14—11—25. Plaintiff as before Defendants 1 to 5. 6th Defendant. 7th Defendant. } as before.

1st defendant's examination was completed, he was examined in part. Adjourned to 16—11—25.

(Intd.) G. S.

16—11—25. Plaintiff. Defendants 1 to 5. 6th Defendant. 7th Defendant. } as before.

The 1st defendant was further Cross examined as it is past 5 P. M Adjourned to 17—11—25.

(Intd.) G. S.

17—11—25. Parties as before.

The 1st defendant examined Mr. C. S. Doraswami Iyer. As it is past 5 P. M. Adjourned to 18—11—25.

(Intd.) G S.

18—11—25 Parties as before.

The 1st defendant's Cross examination and re examination were completed. One more witness was examined in part. Adjourned to 19—11—25

(Intd.) G. S.

19—11—25. Plaintiff. Defendants 1 to 5. 6th Defendant. 7th Defendant. } as before.

Mr. Srikanteswara Iyer's examination completed and another witness was examined. Adjourned to 20—11—25.

(Intd.) G. S.

20—11—25. Plaintiff.
Defendants 1 to 5 }
6th Defendant. } as before.
7th Defendant. }

The 1st defenant examined 2 more and closed. The 7th defendant's Advocate prays for permission to examine witness Raju on the next date. For Arguments to 14th, 15th, 16th 17th December.

(Intd.) G. S.

SERIAL NO. 20

3—12—25. 1st defendant files this application praying that Mr. N. Parameswara Iyer Assistant Professor, Central College, Bangalore may be appointed commissioner to translate the Exhibit which are in Malayalam and to make the copies of the same.

Mr. Parameswara Iyer is appointed Commissioner. His fee has to be deposited immediatetly. Permission is given to copy and translate.

(Intd.) G. S.

14—12—25 Plaintiff

Defts. 1 to 5

6th Defendant.

7th Defendant.

7th Defendant has summoned one witness he is served in person.

7th Defendant examined and closed.

Mr. T. R. Ramachendra Iyer says he is not quite ready to argue the Case. Adjourned to 16—12—25.

(Intd). G. S.

16—12—25. Mr. Varadarajiengar Commissioner appointed to translate the Tamil Exhibits in the suit prays that Rs. 30, deposited by the 1st Defendant's Advocate may be ordered to be paid to him towards his fee. Pay.

(Intd.) G. S.

Plaintiff by Mr. T. R. Ramachendra Rao.

Defendants 1 to 5 by Mr, L. A. Govinda Raghava Iyer.

6th Defendant by Mr. M. R.

7th Defendant by Mr. M. Ramachendra Roa.

SERIAL No. 21.

Mr. Ramachendra Rao files an application for an additional issue regarding the Will, and prays for an amendment.

Mr. Govinda Raghava Iyer objects to the granting of the application, and files a counter affidavit of the 7th Defendant.

Heard arguments at great length. The application seems to me to come at a very late stage; the admission being one of fact seems to me also binding on the plaintiff. I am not prepared to hold that the plaintiff was not aware of the giving up of the Case about the Will till recently as alleged by her. The Advocate when he made the admission was fully aware of all the facts, and the documentary evidence, when he made the admission, application is rejected.

Heard arguments of Mr. T. R. R. Adjourned to 17-12-25.

(Intd.) G. S.

17—12—25. Plaintiff. Defendants 1 to 5. 6th Defendant. 7th „ } as before.

Heard arguments of Mr. T. R. R. and L. A. G. from 11 till 5 p. m. Adjourned to 18—12—25 for further arguments.

(Intd.) G. S.

18—12—25. Plaintiff. Defendants 1 to 5. 6th defendant 7th defendant. } As before.

Heard Mr. L. A. G. from 11 a.m. to 5-30 p.m.

Adjourned to 19—12—25.

19—12—25. Plaintiff. Defendants 1 to 5. 6th defendant. 7th defendant. } As before.

Heard Mr. L. A. Govinda Raghava Iyer.

Mr. M. Ramachandra Rao.

Mr. T. R. Ramachendra Iyer.

It is past 5 p.m. For Judgment to 2—1—26.

(Intd.) G. S.

2—1—26. Judgment not ready Adjourned to 4—1—26.

(Intd.) G. S.

4—1—26. Plaintiff. Defendants 1 to 5. 6th defendant. 7th defendant. } As before.

Judgment Pronounced

(Intd.) G. S.

Decree signed 4—1—26.

(Intd.) D. J.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE DIVISION.

Original Suit No. 11 of 21—22.

Plaintiff—Meenakshmmal.

Vs.

Defendants—K. S. Ramaswamy Iyer and others.

UNDER ORDER 32 RULE 3 OF THE CODE OF CIVIL PROCEDURE, the plaintiff abovenamed begs to state as follows:—

Serial No. 1 Fer Orders Vide Order Sheet (Intd.) K. R. D. J. 11—11—121.

In the above suit filed by the plaintiff against the defendants, the 5th defendant K. K. Thyagaraja Iyer is a minor and is under the care and protection of his elder brother K. K. Seshadri Iyer (defendant No. 2.) So also the 6th defendant Mrs Muthulaxmi Ammal is a minor and is under the care and protection of her father Mr. Satyamangalam Kalyana Venkatarama Iyer, residing at Satyamangalam, Coimbatore District.

As the 2 aforesaid persons, namely, the 2nd defendant and Kalyana Venkatarama Iyer have no interest in the matters in controversy in this suit adverse to that of the 2 minors the 5th and 6th defendants respectively and as the said two persons are also otherwise fit to be appointed as guardians adlitem for the 2 aforesaid minors respectively, the plaintiff prays that this Hon'ble Court may be pleased to appoint the 2nd defendant as guardian of the minor 5th defendant and the aforesaid Mr. Kalyana Venkatarama Iyer as guardian adlitem of his minor daughter the 6th defendant.

The plaintiff begs to produce herewith an affidavit sworn to by her elder brother Mr. P. Ayyaswami Iyer in support of this petition.

Bangalore,
10th November 1921

(Sd.) Meenakshi Ammal,
Plaintiff.

(Sd.) K. Sankaranarain Rao, Advocate for plaintiff.

AFFIDAVIT RELATING TO S. No. 1.

I, Ayyaswami Iyer, son of Panchavada Iyer, at present residing in Bangalore, do herely declare on solemn affirmation as follows :—

In the suit filed by my sister Mrs. Meenakshiammal against the defendants abovenamed, the 5th and6th defendants, K. K. Thyagaraja Iyer and Mrs. Muthulakshiammal respectively are minors.

The 5th defendant is under the protection and care of his elder brother K. K. Seshadri Iyer who is the 2nd defendant in this case. The 2nd defendant has no interest in the matters in controversy in this suit adverse to that of the minor 5th defendant and the 2nd defendant is also otherwise fit to properly represent the interests of his younger brother the 5th defendant, and is therefore a fit person to be appointed as guardian for him.

2. The 6th defendant is under the care and protection of her father Mr. Satyamangalam Kalyana Venkataram Iyer. He too has no interest in the matters in controversy in this suit adverse to that of his minor daughter the 6th defendant and he is also otherwise fit to be appointed as guardian for his minor daughter, Mrs. Muthulakiammal the 6th defendant.

Bangalore,
10th November 1921.

(Sd.) in Tamil Ayyaswami Iyer.

Sworn to before me by Ayyaswami Iyer on this 10th day of November 1921.

(Sd.) D. Alasingrachar,
First Munsiff.

(Seal.)

By Advocate's Clerk 0-8-0 stamp affixed.

Enclosed Affidavit.

(Intd.) .....
Sheristedar.

16—2—22.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

Original Suit No 11 of 1921-22.

Plaintiff—Mrs. Meenakshammal

Vs.

Defendants—K, S. Ramaswami Iyer and 6 others.

UNDER ORDER 5, RULE 20 OF THE CODE OF CIVIL PROCEDUE, the plaintiff abovenamed respectfully prays that for the reasons and under the circumstances setforth in the accompanying affidavit, this Hon'ble Court may be pleased to order substituted service on defendants 2 to 4 both inclu sive as the plaintiff has reasons to apprehend that the said defendants are keeping out of the way for the purpose of avoiding service, and therefore it has been found impossible to effect service on them in the ordinary way.

Serial No. 2 See Order Sheet (Intd.) B. N. 21—2—22.

Bangalore,
15th—16th February 1922.

(Sd.) B. Sankara Rao,
Advocate for Plaintiff.

AFFIDAVIT RELATING TO SERIAL NO. 2

I, Meenakshammal. the plaintiff above named hereby solmnly affirm and beg to state as foltows :—

1. I have filed the above suit against the Defendants for partition and share of family properties and other reliefs.

2. The suit was filed on the 9th November 1921 and processes for the issue of summons to the defendants was paid on the 18th November 1921 and the suit was posted to 15th December 1921. On the 1st date of hearing of the suit, that is, on the 15th December 1921, the summons to the 1st Defendant only was served whereas summons to Defendants 2 to 4 returned unserved, and this Hon'ble Court ordered fresh summons to them. Fresh Summons were accordingly taken to their address in Bomba. which were also subsequently on the 9th February 1921 returned unserved or served on residence only Thereupon, this Hon'ble Court has again ordered fresh summons to the said Defendants.

3. Although the 1st Defendant was residing in Bombay, he was duly served on the very first occasion, whereas the Defendants 2—4 were not served although they were, residing in Bangalore, at the time. Within a few days of the institution of the suit and after getting knowledge of the fact, the Defendants 2—4 hurriedly removed themselves to Bombay and have continued to reside there ever sinee then. On the 2nd occasion also when

summons were taken to their address in Bombay they were not served. The defendants 2—4 are the nephews of the 1st Defendant and are at present residing in the latter's house in Bombay under his care and protection. The 1st Defendant is looking after their interests and managing their affairs. The 1st Defendant, who is the Chief and important person concerned, has been duly served and has been represented before this Hon'ble Court through his counsel. The summons to the Defendants 2—4 who, are residing in the house of the 1st Defendant, and are therefore obviously, aware of the institution of the suit, have been returned unserved on two occasions.

4. Under the above circumstances, I apprehend that the Defendants 2—4, although aware of the institution of the suit are deliberately evading the service of summons in order to intentionally delay the conduct of the suit, which has prejudiced me considerably. Therefore it is necessary, in the interests of the justice, that this Hon'ble Court should be pleased to order service on the defendants 2, 3 and 4 by substituted service as prayed for in the accompanying application.

Bangatore,
13th February 1922.

(Sd.) Meenakshiammal,
Plaintiff.

Sworn to before me.

(Sd.) C. Subramanya Iyer,
Second Munsiff.

Bangalore,
13—2—22.

(Seal.)

SERIAL No. 3.

Serial No. 3 Vide Order Sheet (Intd.)B. W. D. J. 3—7—22.

UNDER ORDER 32 RULE 4 OF THE CODE OF CIVIL PROCEDURE, the plaintiff respectfully prays that under the circumstances and for the reasons set out in the accompanying affidavit, this Hon'ble Court may be pleased to appoint the Court Clerk Mr. Krishnamurthy Rao or any other Officer of the Court to act as the guardian "adlitem" of the minor 6th defendant to conduct the suit on her behalf. To the best knowledge and information of the plaintiff, the said person has no interests adverse to those of the minor and is a suitable person for being appointed as guardian.

(Sd.) Meenakshiammal.

(Sd.) K. Sankaranarain Rao.

Bangalore,
29th June 1922.

AFFIDAVIT RELATING TO SERIAL No. 3.

I, Meenakshiammal, the plaintiff abovenamed hereby solemnly affirm and respectfully beg to state as follows :—

I have filed the above suit against the defendants for partition and share of family properties and other reliefs.

2. The 6th defendant in the above suit, namely, Mrs. Subbalakshmiammal is a minor and I proposed her father Satyamangalam Kalyana Venkatarama Iyer as the guardian adlitem of the minor defendant. Accordingly I took out notice to the minor and to her father, he proposed guardian. Though the said guardian had been duly served before the last date of hearing, he did not appear before the Court on 29—5—1922 when the suit came on for hearing. I am thereby led to infer that he is not willing to act as the guardian of the minor.

Under the above circumstances, it is necessary to appoint an Officer of the Court as stated in the accompanying Application to act as the guardian adlitem of the minor 6th defendant and to conduct the suit on her behalf.

(Sd.) Meenakshiammal.

Sworn to before me.

(Seal)

(Sd.) C. Subramanya Iyer,
Second Munsiff,
Bangalore.
29—6—1922.

Bangalore,

29th June 1222.

Ssrial No. 4 See Order Sheet 20—11—22

SERIAL No. 4 Application.

Petitioner—K. S. Ramaswami Iyer, (1st defendant).

Vs.

opponent—Meenakshiammal (plaintiff)

APPLICATION UNDER ORDER 11 RULES 14 AND 15 OF CIVIL PROCEDURE CODE.

1. The above case was for hearing on 7—11—22. On which date issues were framed and the case was posted for evidence to 2—2—22 and the witness summons is returnable by 22—12—22.

2. The documents described in the schedule to this petition referred to in para 4 of the plaint are not produced in Court by the plaintiff. An inspection of those documents is necessary so as to enable this defendant to know what they are and adduce his own evidence in the Case.

3. The draft prepared by Mr. C. S. Doraswamy Iyer referred to in para 7 of the written statement of this defendant was in the possession of the plaintiff's husband and is now in the possession of the plaintiff. The production of this document is essential for purpose of the case.

4. The petitioner therefore respectfully prays that this Hon'ble Court may be pleased to order the plaintiff-opponent to produce the above documents in Court and allow the petitioner to have an inspection of the same.

SCHEDULE.

1. Lists of all the assets and liablities of the family.
2. List of personal accounts.
3. List showing the allocation of shares owned by the family in the Aurangabad Mills Ltd.
4. The other papers referred to in para 4 of the plaint.

Bangalore,

(Sd.) K. S. Ramaswami Iyer
1st defendant.

10th November 1922.

(Sd.) A. R. Nageswara Iyer, Advocate.

SERIAL No 5. APPLICATION FILED.

Vide Ordor Sheet S. No. 5 (Intd.) B. N. D J.

By the 1st Defendant :—

1. On 7—11—22. Issues were framed in this Hon'ble Court and the parties have given 3 weeks time to file doccuments in Court.

2. This Defendant is filing in Court a large number of Documents which are very valuable papers.

3. Most of the papers are Original deeds and unregistered receipts statements of Account, Letters etc., which are loose sheets of paper. The Defendant will lose very valuable evidence if any of them are mislaid, lost or any way disturbed.

4. It is therefore essential that they should be secured in a sealed cover.

5. This defendant therefore respectfully prays that this Hon'ble Court may be pleased to permit him to file them in a sealed Cover after the documents are checked by the Sheristedar if necessary.

(Sd.) K S. Ramaswamy Iyer,
First Defendant.

(Sd.) T. S. Ramaswami Iyer,
For Mr. A. R. Nageswara Iyer.
Advocate 27—11—22.

I swear that what is stated above is true to the best of my belief and information.

(Sd.) K. S. Ramaswami Iyer.

Sworn to before me

(Sd.) C. Subramanya Iyer, 2nd Munsiff.

(seal) Bangalore, 27—11—22

Vide Order Sheet S No. 6.

(Intd) B. N, D. J.

SERIAL No. 6.

Vide Order Sheet S. No. 6 (Intd.) B. N. D. J.

Application filed by the 1st Defendant.

1. The 1st Defendant came to Bangalore from Bombay, before issues were framed in the Case and he has been obliged to stop here till now This Defendant has to stop here for about a fortnight more.

2 On 7—11—1922, 3 weeks time was given to the parties to file their Documents in Court. This Defendant is filing to day in Court the Documents that are in Bangalore.

3. Some other documents which are necessary for the Case are in Bombay and some in Calicut where the Defendant is proceeding with some suits in connection with the Estate of the family.

4 This Defendant can get at themonly after he goes to Bombay and Calicut i.e, after a fortnight.

5. He therefore respectfully prays that he may be granted four weeks' time to file the other Documents.

(Sd.) K. S. Ramaswami Iyer,
1st Defendant.

(Sd.) T. S Ramaswami Iyer.
for Mr. A. R Nageswara Iyer
Advocate 27—11—22.

I swear that what is stated above is true to the best of my belief and information.

(Sd.) K. S. Ramaswami Iyer.

Sworn to before me.

(Sd). C. Subramanya Iyer, II Munsiff.

Bangalore, 27—11—22. (Seal).

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

O. S. No. 11 of 1921—22.

5 Plaintff—Mrs. Meenakshiammal

Vs.

Defendant—7th The Dewan of Mysore.

10 The seventh defendant begs to state as follows :—

1. That the property which has been purchased by the Government of Mysore is very valuable and the documents relating thereto which are produced herewith are most of them original documents

15 2. That is the highly necessary that the said documents should be carefully preserved.

3. That, in order to preserve them properly it is submitted that they should be allowed to be filed in a sealed cover.

20 The 7th defendant, therefore, prays that the sealed cover containing the aforesaid documents may be ordered to be received by Court and directed to be kept in safe custody.

Bangalore,
27th November 1922.

(Sd.) M. Ramachandra Rao.
(Sd) C. Narayanaswami Naidu.

25 Advocate for 7th defendant.

LIST OF DOCUMENTS FILED BY THE 7th DEFENDANT:—

1. Sale deed, dated May 1st 1886 executed by Channaborappa Navara Aandanappa, in favour of Mr. K. Seshadri Iyer.

30 2. Sale deed, dated May 14th 1886, executed by Krishnappa and his brother's son Munisamappa in favour of Mr. K. Seshadri Iyer.

3. Sale deed, dated 14th May 1818, executed by Boranayaka, son of Giddappa in favour of Mr. K. Seshadri Iyer.

35 4. Sale deed, dated May 16th 1886 executed by Mallikarpinappa son of Yentaganahalli Cappanna, in favour of Mr. K Seshadri Iyer.

5. Sale deed, dated May 31st 1886, executed by Yellamma, wife of Nanjundahalu Channappa in favour of Mr. K Seshadri Iyer.

40 6. Sale deed, dated June 21st 1886, executed by Marappa in favour of Mr. K. Seshadri Iyer.

7. Sale deed, dated March 23rd 1887, executed by Mariappa, in favour of Mr. K. Seshadri Iyer.

45 8. Sale deed, dated April 4th 1887 executed by Nagondahalli Channappa's wife Yellamma and her son Naraycni in favour of Mr. K. Seshhdri Iyer.

(a) Sale deed, dated February 10th 1876 executed by Huvinarangamma in favour of Munisamappa.

50 (b) Sale deed, dated July 25th 1878 executed by Munisamappa in favour of Narasimhanna.

(c) Court Sale Certificate issued by the First Division Munsiff, Bangalore in favour of Narasimhanna dated the 23rd February 1883

55 (d) Sale Deed, dated March 24th, 1883 executed by Narasimhanna in favour of Muniappa.

9. Sale Deed dated 4th April, 1887, executed by Muganna and his sons Muniappa and Channappa in favour of Mr. K. Seshadri Iyer.

60

10. Sale Deed dated April 14th 1887, executed by Uddannappa in favour of Mr. K. Seshadri Iyer.

11. Sale deed dated July 30th, 1887, executed by Kunchigaradyava and his son Narasimhanna in favour of Mr. K. Seshadri Iyer. 5

12. Sale Deed, dated August 19th, 1887, executed by (1) Chinnaya, (2) Doddaiya, (3) Munisawmy, in favour of Mr. K. Seshadri Iyer.

13. Sale deed dated December 11th 1887, executed by Venkamma wife of Venkataramiah, in favour of Mr. K. Seshadri Iyer. 10

(a) Deed of mortgage, dated November 8th 1849 executed by Sunkadu Appajappa in favour of Jangamakote Srinivasa Rao.

(b) Receipt, dated 8th November, 1849 given by Sunkadu Appajappa in favour of Jangamakote Srinivasa Rao. 15

14. Sale deed dated 11th April, 1888, executed by Seshagiriappa in favour of Mr. K. Seshadri Iyer.

15. Sale Deed dated 23rd May 1888, executed by Mysore Narayana Rao in favour of Mr. K. Seshadri Iyer. 20

(a) Sale Deed dated 22nd March 1871, executed by Nanjunda Bhatta in favour of Krishnappa. 25

(b) Sale Deed dated 26th August, 1885, executed by Krishnaji and his son Mavaji in favour of Mr. Narayana Rao.

16. Sale deed dated the 21st November, 1918 executed by Mr. K. S. Ramaswami Iyer and four others in fuvour of the Dewan of Mysore. 30

17. Power of attorney dated 16th November 1918 given by Messrs K. V. Venkataramier alias Venkataram V. Seshadri and K. Subramanya Iyer alias Subramania, K. Sehadri in favour of Mr. K. Seshadri Iyer. 35

18. Copy of Power attorney, dated 27th June 1917, given by Mr. A. M Sundara Murthi Mudaliar and four others in favour of Mr. D. Raghavachar B A., B.L., Advocate

19. Copy of mortgage deed dated 31st December 1903 executed by Mr. K. Doraswami Iyer and 4 others in favour of Messrs. A. Narayanaswami Mudaliar & Co., Mysore Hall, Bangalore. 40

20. Copy of reconveyance dated 21st November 1918, executed by Messrs. A. Narayanaswami Mudaliar & Co., through their representative Mr. D. Raghavachar in favour of Messrs. K. S. Ramaswami Iyer and C. Srikanteswara Iyer. 45

(Sd.) C. Narayanaswami Naidu,

(Sd.) M Ramachandra Rao, 50

Advocates for 7th Defendant.

Received back all the documents (unexhibited) except Serial No. 16 mentioned in this list. 55

(Sd.) V. Narasimiah,

Clerk of Mr. M. Ramachendra Rao, Advocate for 7th Defendant.

10—8—26. 60

SERIAL No. 7

Plaintiff– Mrs. Meenakshiammal.

5 Vs.

Defendants—K. S. Ramaswami Iyer and others.

UNDER ORDER XIII RULE 1 AND 2 OF THE CODE OF CIVIL PROCEDURE, the plaintiff abovenamed respectfully begs to state as follows:— Serial No. 7 See Order Sheet 20—12—22.

10

1. The documents on behaf of the plaintiff were filed in Court on Tuesday the 5th Instant. The plaintiff learns that Monday the 4th was the date fixed for the filing of the documents. The documents filed on behalf of the plaintiff are very numerous and they had to be properly arranged and a list of the same had to be prepared before filing them. Even on the date fixed for filing them i.e, on Monday, the 4th instant, the plaintiff had the documents ready for being filed, but as the plaintiff was informed that it would be advisable to file them in a sealed packet, and as there was no time and no facilities for so sealing them, the plaintiff took the documents and after properly sealing them, filed them on Tuesday the 5th instant the following day.

15

20

2. There has, therefore, been delay of only one day in the filing of the said documents. Under the circumstances stated above the plaintiff respectfully prays that the delay may be condoned and the documents be admitted in evidence.

25

Bangalore, 6th December 22

(Sd.) K. V. Subba Rao, Advocate for plaintiff

30

SERIAL No. 8.

Plaintiff—Mrs. Meenakshiammal.

35 7th Defendant—The Dewan of Mysore.

Under Order XIII rule 2 of the Civil Procedure Code.

The seventh defendant above named begs to state as follows :—

40

1. That this defendant has filed in a sealed cover with the permission of this Hon'ble Court all documents which he relies upon in the above suit except a registered Sale deed, dated 24th July 1913, executed by the late Mr. K S. Doraswami Iyer and his brothers. Ssrial No. 8 See Order Sheet 5—1—23.

45

2. That as the said sale deed appears to have been preserved separately, it could not be filed along with the first set of documents.

3. That the said sale deed being a very valuable document it is necessary that it should be permitted to be filed in a sealed cover like the other documents referred to above.

50

The seventh defendant, therefore, prays that the sealed cover containing the said sale deed may kindly be ordered to be received and directed to be kept in safe custody.

55

Bangalore

(Sd.) M. Ramachandra Rao,

60 2nd January 1923.

Advocate for 7th defendant.

SERIAL No. 9.

Plaintiff--Mrs. Meenakshiammal

Defendant—Mr. K. S. Ramaswxmi Iyer and others.

1st defendant's application.

Under Order XXVI, rule 5, Civil Procedure Code.

Serial No. 9 See Order Sheet 5—I—23.

1. The above Case is posted for evidence to 2—2—23. Mr. C. S. Doraswamy Iyer is a witness for this defendant and his evidence is very material for purposes of the case.

2. Mr. C. S. Doraswami Iyer is now in Agra not within the Jurisdiction of this Hon'ble Court and it is not possible to get him to Bangalore.

3. The Petitioner therefore respectfully prays that this Hon'ble Court may be pleased to issue a commission for the examination of Mr. C. S. Doraswamy Iyer on open commission before the District Judge of Agra or before any person that he may be pleased to appoint.

4. The petitioner further prays that as the notes of instructions for Mr. C. S. Doraswami Iyer which the petitioner has filed in court are necessary for his examination, it may be put in a sealed cover by this Hon'ble court and entrusted to the petitioner so as to avoid any chance of loss in transit for delivering of the same to the District Judge there.

Bangalore,
2—1—23.

(Sd. K. S. Ramaswamy Iyer,
1st defendant.

(Sd.) A. R, Nageswara Iyer, Advocate.

Notice of the above has been served re the Advocate for the plaintiff already.

(Intd.) A. R. N.
2—1—22,

SERIAL No. 10.

Plaintiff—Mrs, Meenakshiammal.

Vs.

Defendants—K. S. Ramaswami Iyer and others.

Plaintiff's Application.

Serial No. 10 See Order Sheet 5—I—23.

The plaintiff has filed a list of witnesses that hs is going to summon on his behalf. They, being, many in number, he does not think it worth while to summon them all, at once. The plaintiff therefore prays that he may be permitted to summon his witnesses in batches.

Bangalore
22nd December 1922
3—1—23

(Sd.) K. Shankaranarayana Rao
Advocate for plaintiff

SERIAL NO. 11

Plaintiff—Mrs. Meenakshiammal

Vs.

Defendant—7th The Dewan of Mysore.

Serial No. 11 See Order Sheet 6—I—23.

Memo:—The 7th Defendant above named begs lease to summon his witnesses after the plaintiff and the 1st Defendant close their respective cases as the necessity or otherwise of examining separate witnesses on his behalf depends upon the evidence given on behalf of the said two parties.

Bangalore.
5—1—23.

(Sd) M. Ramachendra Rao
(Sd,) C. Narayanaswamy Naidu

Advocates for 7th Defendant.

SERIAL No 12.

S. No. 12
See Order
Sheet
18—1—23.

Plaintiff—Mrs Meenakshammal

Vs.

Defendants—K. S. Ramaswamy Iyer, K. Seshadri Iyer and others.

(1). For reasons stated in the accompanying affidavit the petitioner prays that this Hon'ble Court may be pleased to frame an additional issue as follows :—

Whether, in the absence of a notice to Defendants 2 to 5, or to Defendants 2 and 3 who were Majors, the notices relied on by the plaintiff in para 3 of the plaint could effect a severance of status in the joint family of the parties, or at all events so far as the joint status of these Defendants and the plaintiff's husband is concerned.

(2) This petitioner submits that this is purely a question of Law rising from the facts alleged in the pleading

(Sd). K. Seshadri Iyer

(Sd). A. R. Nageswara Iyer

Advocate 16—1—23.

Executed before me in Bombay this 4th day of January 1923 by K. Seshadri Iyer who is personally known to me.

(Sd.) K. Subramanya Iyer

Justice of the peace and Honorary

Presidency Magistrate, Bombay.

Affidavit of the Second Defendant relating to Serial No. 12

1. The plaintiff has filed the above suit for partition against this defendant and others which is for hearing on 2—2—1923.

2. One of the main grounds taken by the plaintiff is that during her husband's life time he had issued notices to his brothers and the husband of the 6th defendant and the plaintiff contends that those notices effected a severance of status.

3. The petitioner and his brother, the third defendant, were majors when the notices are alleged to have been issued, but still neither the petitioner his brothers were served with any notices.

4. The petitioner contends, under the above circumstances, the said notices cannot effect a severance of states of the joint family of the plaintiff's husband, his brothers, and nephews.

5. At all events, since no notice was served on the petitioner and his brothers, the petitioner contends that there cannot be any severance of status so far as the plaintiff's husband and this petitioner and his brothers are concerned.

6. This question of law was not suggested by the petitioner when issues were framed as he and his brothers were absent at Bombay.

7. It is essential that an issue on the point should be framed in the interests of justice. I swear that the above allegations are true.

(Sd.) K. Seshadri Iyer.

Executed and sworn before me in Bombay this 4th day of January 1923 by K. Seshadri Iyer 2nd defendant who is personally known to me.

(Sd) K. Subramanya Iyer,
Justice of the Peace and Hony. Presidency Magistrate, Bombay.

SERIAL No. 13.

Plaintiff—Mrs. Meenakshiammal,

Vs,

Defendants—K. S. Ramaswamy Iyer and others

S. No 13 See Order Sheet 8—6—23.

UNDER ORDER 26 RULE 1 OF THE CODE OF CIVIL PROCEDURE.

The plaintiff above named most respectlully prays that, for the reason and under the circumstances set forth in the accompanying affidavit, this Hon'ble Court may be pleased to order the issue of commission for the examination of the following witnesses :—

1. To the Court of small causes, Madras to examine (a) The Hon'ble Justice C. V. Kumaraswamy Sastry, High Court Judge Madras (b) Messrs. Brightwell and Moresby, Solicitors High Court House, Madras. (c) E. R. Subbaraya Iyer Retired Comptroller. Mylapore, Madras.

(2). Commission to the Court of the District Judge, Tanjore to examine the following witnesses :—(a) V. P. Madhava Rao Esq. C. I. E. Retired Dewan of Mysore, Tanjore, (b) S. P. Natesa Iyer, Village Munsiff and Taluk and District Board Member, Serkallathur, Nannilam Taluk, Tanjore District. (c) R. Saminatha son of Ramaswamy Iyer Mirasedar, Kurumanaogudi, Kuvalur Post, Tanjore District (d) Ramachandra Sastriar son of Ramasastry Mirasedar and Purohit Kurumanangudi Kuvalur Post, Negapapatam Taluk, Tanjore District : (e) S. Panchapakesha Iyer, son of Subbaraya-Iyer, Mirasedar, Kurumanangudi Kurnvalur Post, Negapatam Taluk, Tanjore District. (f) K. V. Subbramany Iyer, son of Venkatram Iyer, Village Munsiff Eravamgere Vatiam Kurnvalur post, Tanjore District (g) Muthu Iyer, son of Aiyya Iyer Chittanallore Adya K. K. Tanjore District. (h) V. Subramanya Iyer, son of Muthusami Iyer, Mirasdar, Melave, Suraikagar post via Peralam S I. Ry. (i) V. Narayanaswami Iyer son of Vaidyanatha Iyer, Pleader, Mayavaram, Tanjore District.

(3) To the Court of Small Causes, Bombay to examine : — (a) Chairman Board of Directors. The Aurangabad Mills, Victoria Buildings, Parsi Bazaar Street, Bombay to produce account books, Cash Books relating to the Mills.

(4) To the Court of the District Judge, Trichinopoly to examine-Muthukrishna Iyer, Sub Inspector of Police, Pandamangalam, Trichinopoly District.

As there are large number of Witnesses to be examined on Commission the plaintiff prays that in the first instance, a Commission may be issued to examine the witnesses in Madras.

(Sd.) Meenakshammal
(Sd.) K Shankaranarayana Rao
31—5—23

Bangalore
30th May 1923.

AFFIDAVIT RELATING TO SERIAL NO. 13

K. Aiyaswami Iyer, the brother of the plaintiff above—named hereby Solemnly Affirm and beg to state as follows :—

1. My sister, his sister; the plaintiff has filed the above suit against defendants for partition and share of the joint family properties and other reliefs.

2. The plaintiff has a large number of witnesses to be examined on her behalf who live outside the jurisdiction of the Mysore State, in Madras, Tanjore, Trichinopoly and Bombay. The plaintiff took out summons twice to the Madras witnesses, viz., to the Hon'ble Justice C. V. Kumaraswami Sastry and to Messrs. Brightwell and Moresby, but was unable to secure their attendance The Hon'ble Justice C. V. Kumaraswami Sastry is a high Officer of Government who cannot attend Court without detriment to public service. The other witnesses of the plaintiff live in different places outside the Mysore State and are not amenable to the Jurisdiction of this Hon'ble Court, and it is impossible to secure their attendance before this Court. Even otherwise it would involve very heavy expenditure, trouble and delay to get the witnesses over here for examination. Under the circumstances it is necessary in the interests of Justice that orders as prayed for in the accompanying application should be issued.

(Sd.) in Tamil Ayyaswami Iyer.

Bangalore,
30th May 1923.

Sworn to before me.

(Sd.) T. Singaravelu Mudaliar,
Second Munsiff.

30—5—23.

OBJECTION OF OPPONENTS 1 TO 5 TO SERIAL No. 13.

1. The petition is not supported by a proper affidavit as it is by a person not a party to the proceedings. He is further not the plaintiff's agent. The affidavit also does not disclose how he is competent to file it and whether he knows personally all necessary facts. The petition is therefore not maintainable.

2. The opponents have no objection to the examination of Madras witnesses referred to in Para 1 of the petition.

3. The Tanjore and Trichinopoly witnesses seem to be absolutely unnecessary and the names of a large number of such witnesses have been mentioned just to prolong the litigation and unnecessarily harass the First Defendant who is a business man at Bombay and who consequently connot afford to be constantly absent from Bombay without serious deteriment to his business. Further the plaintiff should have applied for Commission much earlier and that she has filed such a belated application shows that the application is not bonafide.

4 More over judging from the issues such mass of evidence is unnecessary. But should this Hon'le Court feel inclined to consider the plaintiff's application seriously, she may be called upou to state the nature of the evidence the above witnesses are called upon to give in order to enable to the Court to decide whether the issue of the commission to examine them is necessary in the interests of justice.

5. With respect to the Bombay witness the account books etc. relate to a joint stock business and they are irrelevant for purposes of the Case. The extent of the interest of the parties in the business is admitted and the balance sheets show the profits realized. The examination of this witness also is unnecessary.

6. The opponents have no objection for issuing a commission for the examination of Madras witnesses and they pray that the rest of the plaintiff's prayer may be dismissed with costs.

(Sd.) T. S Ramaswami Iyer, Advocate for 1st Defendant. (Sd.) K. S. Ramaswami Iyer, 1st Defendant. 5

Bangalore,
16th July, 1923.

SERIAL No. 13 A APPLICATION.

Mrs. Meenakshammal—Plaintiff. 10

Vs.

K. S. Ramaswamil yer and others— Defendants.

SECOND DEFENDANT'S APPLICATION. UNDER ORDER 26, RULE 4. CIVIL PROCEDURE CODE. 15

1. Some of plaintiff's witnesses were examined on Commission at Madras on the 16th and 17th instant and the Case is adjourned to 28—3—24 for examination of her remaining witness at Madras before the Commissioner. 20

2. The Hon. Mr. C. P. Ramaswami Iyer, Member of the Executive Council, Madras, is a material witness for these Defendants as he was their legal adviser. He also proves the documents filed in the Malabar Court, the originals of which it is not now possible to obtain. 25

3 It would cause unnecessary trouble and would take unnecessary time to examine the aforesaid gentleman on commission after the plaintiff closes her case. It would be more convenient to all parties if he is also examined by the same Commissioner on 28—3—24 on which date the plaintiff's remaining witness will be examined. 30

4. These defendants therefore. pray that the Commissioner may be directed to examine the Hon. Mr. C. P. Ramaswamy Iyer at Madras.

Bangalore,
26—2—1924.

(Sd.) A. R. Nageswara Iyer,
Advocate. 35

AFFIDAVIT OF 2ND. DEFENDANT RELATING TO S. No. 13 A.

1. Some of plaintiff's witnesses were examined re commission at Madras on the 16th and 17th instant and the case is adjourned to 28—3—24 for the examination of her remaining witnesses at Madras before the commission. 40

2. The Hon. Mr. C. P. Ramaswami Iyer Member of the Executive Council, Madras, is a material witness for these defendants as he was their legal adviser He also proves the documents filed in the Malabar Court the originals of which it is not now possible to obtain. 45

3. It would cause unnecessary trouble and would take unnecessary time to examine the aforesaid gentleman on Commissions after the plaintiff closes her case. It would be more convenient to all parties if he is also examined by the same Commissioner on 28—3—24 on which date the plaintiff's remaining witness will be examined. 50

I swear that the above statements are true.

(Sd.) K. Seshadri Iyer,
Second Defendant. 55

Sworn to before me.

(Sd.) C. Nanjundiah,
Head Munshi, 2nd Munsiff's Court.
Bangalore (Seal).
27—2—24. 60

Bangalore,
26—2—24.

SERIAL No. 14. APPLICATION.

Plaintiff—Mrs. M. Meenakshiammal.

Defendants—K. S. Ramaswami Iyer and others.

UNDER SECTION 151, CIVIL PROCEDURE CODE.

The plaintiff abovenamed respectfully begs to state as follows :—

1. A commission for the examinatiou of the plaintiff's witnesses has been ordered in this case. Two witnesses, namely, Messrs. Brightwell and Moresby and Mr. E. R. Subbaraya Iyer were examined by the Commissioner but the examination of the other witness, Justice Sir C. V. Kumaraswami Sastry could not be proceeded with. It is convenient to the witness and parties to proceed with his examination during the month of April and the parties have agreed to complete his examination within that period.

Under the above circumstances, the plaintiff prays that the time for execution and return of the commissioner from Madras may be extended to some date after the Court re-open after the Vacation. The plaintiff further prays that notice of extension of time may kindly be communicated to the Commissioner K. C Desikachari, High Court Vakil, Madras.

(Sd.) K. Sankaranarayana Rao.

Bangalore,
26—27th March 1924.

Plaintiff—Mrs. Meenaksh Ammal,
Vs.
Defendants—K. S. Ramaswamy Iyer and others.

THE PLAINTIFF BEGS TO FILE THE FOLLOWING MEMO :—

1. The plaintiff in the above case learns that the Commission issued for the examination of some witnesses at Madras has been received at the Small Cause Court at Madras, but that no Commissioner has yet been appointed apparently for the reason that no fee for the Commissioner has been fixed and no money sent from here.

2. The plaintiff has no objection to pay any amount to the Commissioner, that the Court of Small Causes at Madras may fix as resonable.

3. The plaintiff has already made arrangements in Madras for the issue of process etc ; to the witnesses as soon as the Commissioner is appointed.

4. The plaintiff, therefore, prays that Communications may accordingly be sent to the Court of Small Causes immediately, requesting them to appoint a Commissioner and make arrangements for the examination of the witnesses at an early date as the Commission is made returnable by the 5th November 1923.

Bangalore (Sd.) K. V. Subba Rao
10—10—1923. Advocate for plaintiff.

SERIAL No 15.

The reasons stated in the accompanying affidavit, the 1st defendant prays that this Hon'ble Court may be pleased to issue a letter of request to the District Judge's Court at Calicut to send, the plaint, the written statement affidavits, petitions and other original papers in O. S. No. 673 of 1913 on the file of the District Munsiff's Court, Manjeri, before the next date of hearing.

Request the Court to send the record as the parties wish to have the Originals (Intd.) G. S.

(Sd.) L. A. Govindaraghava Iyer,
25—5—25. Advocate for 1st Defendant.

AFFIDAVIT RELATING TO SERIAL No. 15.

K. S. Ramaswami Iyer ... — 1st Defendant-Petitioner.

Vs

Meenakshiammal ... . Plainttff-Respondent. 5

AFFIDAVIT OF FIRST DEFENDAMT.

I am the 1st defendant in the above suit.

2. That the original papers including the plaint written statement, affidavits and petitions in O S. No. 673 of 1913 on the file of the District Munsiff's Court at Manjeri are necessary at the hearing of the suit as the signatures in some of the papers have to be proved. 10

It is therefore just and necessary that this Hon'ble Court be pleased to issue letter of request to the District Judge's Court at Calicut to send the original papers in O. S. No. 673 of 1913 on the file of the District Munsiff's Court at Manjeri to this Hon'ble Court, at a very early date before the date of hearing of the suit. I swear that the above statements are true. 15

(Sd.) K. S. Ramaswami Iyer. 20

Sworn and signed before me this twenty fifth day of May 1925.

Sd.) P. R. Subramania Sastry,
Honorary Magistrate (2nd class)
Bench Court.
(Seal) Bangalore City. 25

SERIAL No. 16.

Plaintiff—Mrs. Meenakshiammal.
Defendants—Ramaswami Iyer and others.

UNDER SECTION 151 CIVIL PROCEDURE CODE. 30

The 1st defendant prays that this Hon'ble Court may be pleased to appoint Mr. M. B. Varadarajiengar B.A., B.L., advocate, Bangalore City, as Commissioner to translate the Tamil Exhibits in the case. S. No. 16 Vide Order Sheet

(Sd.) A R. Nagesawara Iyer, 35
22-7-25 Advocate for defendants 1 to 5:

SERIAL No 17
FIRST DEFENDANT'S APPLICATION :—

UNDER ORDER 26 RULE 4 CIVIL PROCEDURE CODE. 40

The 1st Defendant prays that for reasons stated in the accompanying affidavit, this Hon'ble Court may be pleased to issue a warrant of Commission to the Chief Judge, Small Cause Court, Madras, with permission to appoint a Commissioner to examine Mr. Mir Amirruddin, Bar-at-law, Deputy Registrars High Court, appellate side, Madras administer the interrogatories herewith filed and to record his answers. Copy of the application affidavit and interrogatories were served on the plaintiff's advocate to pay. S. No. 17 Vide Order Sheet 45

(Sd.) A. R. Nageswara Iyer
Advocate for Defendants 1 to 5 50
23—7—25

FIRST DEFENDANT AFFIDAVIT RELATING TO SERIAL NO. 17

The plaintiff during her examination stated that the late Mr. C. K. Mahadeva Iyer was in Bangalore on certain days, in September and October 1917. This is false. The first defendant has obtained Certified Copies of the attendance Registrar of the High Court, Madras which show that on these important dates referred to by her during the above period C. K. Mahadeva Iyer was in Madras on duty in the High Court. This was 55 60

brought to the Notice of this Hon'ble Court on the last date of hearing. The Certified copy herewith filed by itself may not be sufficient to disprove plaintiff's allegations in this matter. The purposes of proving the first defendant's Case it is essential that the above facts should be proved by the evidence of an Officer of the Madras High Court. As the matter is quite simple, the examination of Mr Mir Amiruuddin Bar-at-law Deputy Registrar Appellate side High Court, Madras on interrogatories before a Commisnioner will be sufficient.

I swear that all that is stated above is true.

(Sd.) K. S. Ramaswami Iyer.

Sworn and signed before me this 21st day of July 1925,

(Sd.) P. R. Subramania Sastry

(Seal) Honorary Magistrate Bench Court, Bangalore City

SERIAL NO. 18

Plaintiff—Mrs. Meenakshammal.

Vs.

Defendants—K. S. Ramaswami Iyer and others

UNDER SECTION 151 AND ORDER 17 RULE (1) (r) OF THE CODE OF CIVIL PROCEDURE

The plaintiff above named respectfully begs to state as follows :—

1. The above case has been adjourned to the 7th September 1925. and the following days for the examination of the defendants' witnesses.

2. The plaintiff submits that a session of the Legislative Council has been fixed for 7th September 1925 and it is likely to continue for about a week. The plaintiff's Advocate is a member of the Legislative Council and he has to attend the meetings of the Council on the said dates. The meeting which was originally fixed for the 11th August 1925 was unexpectedly adjourned to the 7th Septembey 1925. Under the circumstances it will not be possible for the plaintiff to proceed with the case on the 7th September 1925 in the absence of her Council. The plaintiff, therefore, prays that this Honourable Court may be pleased to adjourn the case to any other dates suitable to the Court after the 11th September 1925

S. No. 18 Vide Order Sheet

Copies of this application has been served on the defendants' Advocates.

Bangalore.
19th August 1925.

(Sd.) K. Shankaranarain Rao.
Advocate for plaintiff.

SERIAL No. 19

FIRST DEFENDANT'S APPLICATION UNDER ORDER 13 RULE 10 CIVIL PROCEDURE CODE.

1. On an application by the first defendant on 25th May 1925, this Honourable Court was pleased to Order Summons requesting the District Court of Calicut to send the original papers in original Suit 673 of 1913 on the file of the District Munsiff's Court Manjeri.

2. Only some of the papers have been sent by that Court in compliance with the above request and they are all in Malayalam. The other original papers some of which are the English have not yet been sent. The 1st defendant who went there this week learnt on enquiry that the other original papers would be sent if a fresh requisition is sent by this Honourable Court.

S. No. 19 Vide Order Sheet 6—11—25

3. As those papers are also necessary for the case, the petitioner prays that this Honourable Court may be pleased to order the issue of summons requesting the District Judge's Court of Calicut to send the original

plaint, the original plan and the other original papers in original Suit 673 of 1913 on the file of the District Munsiff's Court, Manjeri.

Bangalore.
6th November 25.

(Sd.) A R. Nageswara Iyer.
Advocate for 1st Defendant.

SERIAL No 20

First Defendant's Application :—The 1st Defendant prays that Mr N. Parameswara Iyer, M A Assistant professor, Central Collage, Bangalore may be appointed Commissioner to translate the Exhibits which are in Malayalam and to make Copies of the Malayalam Exhibits. S. No. 20 Vide Order Sheet

Bangalore
3rd December 25

(Sd). A. R. Nageswara Iyer,
Advocate for 1st Defendant.

SERIAL No. 21.

For the reasons stated in the accompanying Affidavit the plaintiff—petitioner prays that the Court may be pleased to frame an issue as to the genuineness of the Will and order that the same be tried before the case is dispose of The petitioner further prays that she may be permitted to amend the plaint if such an amendment is deemed necessary by the Court.

Bangalore
16—12 25

(Sd.) Menakshiammal
Plaintiff

(Sd.) T. R. Ramachendra Iyer
Vakil for the Plaintiff

AFFIDAVIT RELATING TO SERIAL NO. 21.

I. Meenakshiammal, wife of the late K. S. Doraswami Iyer (late Revenue Commissioner in Mysore) Brahmin, Smartha, aged about 50 years residing at "Rama Villa" High Ground, Bangalore City do hereby solemnly and sincerely affirm and State as follows :— S. No 21.

1. I am the plaintiff in the Case.

(2). I claim a partition of the properties in suit and ask for being put in possession of my one-fourth share of the properties alleging that my deceased husband become divided in status from his other Coparceners before his death and that he executed a Will bequeathing all his properties moveable and immoveable to me absolutely.

3. The execution of the Will and its terms as being in accordance with the draft Ex K produced along with the plaint are set out in para 5 of the plaint. Its loss is mentioned in para 6 of the plaint and my demand for my share on the strength of the will from the first Defendant and his nephew is alleged in para 8 of the plaint.

4. I also made an alternative claim as the heir of my husband in para 9 of the plaint.

5 The relief which I as plaintiff will be entitled to in either case is the relief claimed in the plaint.

6. In the notices which I sent to the 1st defendant demanding the share I based my claim both on the Will and on the division in status which proceeded it.

7. When I was examined on commission as witness I was questioned about the Will, its loss and particulars relating to it by my Vakil and by the other side.

8. I learn that no issue has been framed on the question of the Will and that it was stated by Vakil Mr. Shankar Rao to the Court as representing me at the settlement of Issues that I did not claim under the Will left by my deceased husband.

9. Mr. Shankara Rao on being asked as to how he happened to make the statement tells me "that in as much as he understood my idea from the very beginning to be to make an adoption the moment the decree for partition and separation was passed, he considered it unnecessary to have an inquiry in these proceedings into the nature of the estate. I take in the share that may be allotted to me." He further states "that the claim for partition and separation in the suit was not based merely upon the Will and in that view it was unnecessary to unduly prolong the proceedings in this suit by a trial on Issues concerning the genuineness, etc, of the Will and that it was with a view to expediate disposal of the suit he made the statement."

10. Mr. Shankara Rao did not make the aforesaid statement as is evident from the above under instructions from me or from any body connected with me and hence his said statement is not binding on me.

11. When the oral evidence was about to be closed in November last I asked my brother as to why the witnesses who would speak about the Will have not been examined and he told me that he was told by Vakil Mr. Subba Rao that it was not necessaiy to examine them in this case and that the necessity for examining them would arise when a suit is brought after the adoption is made.

12. Mr. Subba Rao on being asked "states that at or about the time of the examination of the plaintiff when my brother asked him with reference to certain questions to be put to me concerning the Will that he stated to my brother that the question of the Will would not be decided in this suit ".

13. I now see that it was apparently for this reason that the witnesses who would speak to the Will have not been examined by my Vakil.

14. I learn that the Court is under impression that I make no claim on the strength of the Will in the plaint and that the claim has been given up.

15. I may mention that the first Defendant Categorically denies my allegations as regards the Will in paras 11, 12, 13 and 14 of the Written Statement and understands the plaint as containing a claim based on the Will as well as an alternative claim as the heir of my husband and denies distinctley in para 17 the said claims by stating "that the plaintiff is not therefore entitle to maintain this suit for partition on the footing that he has inherited any share of the deceased either as the widow of the deceased who died without issue male or by virtue of any disposition in the Will alleged to have been executed by the deceased." Defendants 2 to 5 adopt the written Statement of the first Defendant. The 6th Defendant admits the division in status and does not deny the Will.

16. In the supplemental statement put in by me I reiterated my claim based on the Will. I also understand that in the draft issues relating to the Will are included.

17. It is therefore necessary in the interests of justice that an issue should be framed as to the geunineness of the Will and the same tried before the case is disposed of and that I should be permitted to amend the plaint if such an amendment is deemed necessary by the Court.

Bangalore (Sd) Meenakshiammal
15—12 25 plaintiff.

Sworn to and signed before me after it was read and translated to her in Tamil, she appearing perfectly to understand the same.

(Sd.) P Srinivasa Rao
First class Magistrate
Bangalore

16th December 1925.

1st DEFENDANT'S AFFIDAVIT RELATING TO SERIAL NO. 21.

I, K. S. Ramaswami Iyer, son of the late Sir K. Seshadri Iyer, Brahmin, aged about 45, Mill Owner, now residing at Kumarcot, High Ground, Bangalore, do hereby solemnly and sincerely affirm and say as follows:— 5

1. I am the 1st defendant in the suit and have read the copy of the affidavit of the plaintiff in support of the above petition which was served upon my Advocate Mr. Govindu Raghava Iyer at about 7 p.m. on the 15th of December 1925. 10

2. The allegations made in the above affidavit even if all of them be true do not justify either the raising and trial of an issue now or the amendment of the plaint.

3. The above suit was expressly adjourned to the 14th instant for the evidence of Mr. Krishnamurti and for hearing the arguments. I shall be greatly prejudiced if the hearing of the arguments is now postponed. 15

4. I state that this application is an altogether belated one and even if it be otherwise sustainable, which I submit it is not, no reasons have been assigned in the affidavit as to why so much delay has been made in the presentation of the application and how this application if well founded could not have been made earlier. 20

5. This application is not bona-fide and has been made with intent to harass me and is vexatious. 25

6 The allegatious contained in paragraphs 1 to 7, 15 and 16 of the plaintiff's Affidavit are irrelevant for the present application

7. The relief which the plaintiff will be entitled to on the basis of the Will set up by her is different from the relief to which she will be entitled as the heir to her husband. 30

8 Messrs. Sankaranarayana Rao, Sankara Rao and Subba Rao were the Advocates for the plaintiff in charge of the case and further it was Mr. Sankaranarain Rao that examined the plaintiff and was actually conducting the case until the 4th instant. 35

9. The bona-fide representations made to the Court by any of the plaintiff's Advocates in the discharge of their duties are within their competance as her Advocates and they are entitled to make the same and the plaintiff has no right in law to call in question such representations on the part of her Advocates so as thereby to prejudice the defendants and to ro-open the case against them. 40

10. The plaintiff's intention to make an adoption when she obtains a decree for partition has no bearing on her not claiming under the Will said to have been executed by her husband. 45

11. It does not appear from what the quotations have been made which are given in inverted comas in paragraphs 9 and 12 of the plaintiff's affidavit. 50

12 I deny the allegations in paragraph 10 of the plaintiff's affidavit. The plaintiffs Advocate Mr. T. R. Ramachandra Iyer when he stated to the Court on the 14th instant that he intended to put in a petition in the matter of the plaintiff's having given up the claim under the Will and that he was mentioning it even before the petition was ready in order that the Court and the defendants might have early notice of his intentions, distinctly stated that he did not want to impeach the bonafide of the plaintiff's Advocates and that Mr. Sankaranarain Rao had discussion with the plaintiff's brother Mr. *Aiyaswami* Iyer and not with the plaintiff and as a result of the same the statement on behalf of the plaintiff was made by her Advocates. 55 60

13 I do not accept the allegations in paragraphs 11 to 13 of the plaintiff's affidavit and have reasen to believe that those allegations are not true and I say even taking them to be true it is is evident that the circumstances in consequence of which the plaintiff says she had to put in the present application have been within her knowledge all along.

14 The allegations in paragraphs 15 to 16 of the affidavit are irrelevant as they refer to what was done before the 7th November 1922 when the statement was made on behalf of husband the plaintiff that she does not under the Will left by her deceased,"

16—12—1925 Sd. K. S. Ramaswamy Iyer

Solemnly Affirmed this 16th day of December 1925 before me.

(Sd.) P. R. Subramaniah Sastry
Honorary Magistrate, Bangalore City.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

O. S. No. 11 OF 1921—22.

Plaintiff—Mrs Meenakshiammal.
Defendants—K. S. Ramaswami Iyer and others.

DRAFT ISSUES.

1. Whether this Court has the Jurisdiction to entertain the present action respecting moveable and immoveable properties outside the territories of His Highness the Maharaja of Mysore ?

2. Whether an unilaterial declaration to remain separate by a single member of a Joint and undivided Hindu Family could affect the joint status of the members of the Hindu family according to the strict interpretation of Misakshara School of Law applicable to the parties ?

3. If so, whether the notice sent by the plaintiff's husband through her attorneys on the 10th of February 1917 was an unequivocal and explicit intention to remain separate from that day and whether the same created severance in status among the members of the joint family ?

4. Whether the deceased husband of the plaintiff abandoned his intention if any to become separate in status by reason of his acts and conduct as mentioned in paras 4 to 10 of the written statement ?

5. Whether in any event his acts and conduct brought about the state of reunion among the members of the family ?

6. Whether the plaintiff is estopped from setting up that deceased was divided from his brothers as stated in para 4 of the written statement ?

7. Whether the joint family properties servived to this and other defendants on the death of the plaintiff's husband ?

8. Whether item 6 of schedule A and items B to E of schedule C are the joint family properties of plaintiff's husband and his brothers?

9. Whether the Bungalow known as Cumar Park was sold for the purpose of family necessities and whether the sale is binding on the plaintiff.

10. Whether in any event the plaintiff is estopped from questioning the validity of the sale of the said Kumar Park by reason of her acquiescence in the said sale ?

11. What are the joint family properties ?

12. Whether if the plaintiff is entitled to a partition and account, she should not be ordered to bring into hotchpot the family properties and jewellery in her possession ?

13, Whether the jewellery, furniture, etc.. in her possession are Sridhanam property as alleged by her in her reply to the written statement ?

14. To what mesne profits if any is plaintiff entitled ?

15. To what relief if any is plaintiff entitled ?

16. Whether in the event of the plaintiff being found entitled to a share in 'Kumara Park' her claim in this respect could not be adjusted by allotment of other family properties in lieu thereof ?

(Sd.) B. Shankara Rao,
Advocate for Plaintiff.

(Sd.) C. N. Naidu.
(Sd.) (Intd.) A. R. N.

IN THE COURT OF THE DISTRICT JUDGE, BANGALORE.

O. S No. 11 of 1921-22.

Plaintiff—Meenakshiammal.

Vs.

Defendants—K. S Ramaswami Iyer and others.

PLAINTIFF'S MEMO.

(Intd.) G. S.
16—1—25.

The plaintiff in the above case begs to submit that she does not propose to examine any more witnesses in the case on her behalf except (1) Mr Ayyaswami Iyer and (2) Mr. Shama Iyengar and (3) herself.) As regards the last (i e. plaintiff herself) she is filing an application for her examination commission.

Bangalore,
16—1—25.

(Sd.) K. Shankaranarain Rao,
Advocate for Plaintiff.

EXHIBIT N.

ஸ்ரீருமஜெயம்

சிரஞ்சீவி ராமசாமிய்யருக்கு ஸர்வாபீஷ்டமும் தீர்காயுஸ்ஸும் உண்டாவதாக அனேக ஆசீர்வாதம். உபயக்ஷேமம்.

நீ இவ்விடமிருந்து பொம்பாயிபோனபிறகு உன்னுடைய உடம்பு ஸ்திதிக்கும் சிரஞ்சீவி சுப்பிரமணி துரையப்பன் இவர்களுடைய திரேக சௌக்கியத்திற்கும் யாதொரு சமாசாரமும் தெரியவில்லை. இவ்விடத்தில் சௌபாக்கியவதி கமலாம்பாள் அலமேலுவுக்கு உடம்பு முன்போல் ஜுரம் தலைவலி இரும்பலும் நரம்புவலி முதலிய ஜாஸ்தி சீக்கினால் ஆகாரமில்லாமலிருந்தது. அவளுடன் நான் ஸ்ரீறமப்பட்டதின்பேரில் எனக்கு ஜுரம் தலைவலி நரம்புவலி இதுகள் முதலிய சீக்கினால் பிரக்கனை பங்கமாகி இரண்டு மூன்று நாள்வட்டம் ரொம்பவும் ஸ்ரீறமப்பட்டுருக்கும் சமயங்களில் எஜமானர் ஆர்டர்படி யேர்ப்பட்ட பாக்த்தை பிரிவினை செய்து நமக்கு சுவாதீனமாக யேர்ப்படுதவில்லையே யெங்குர கவலையானது யெனக்கு இதுவே ஏக்கமாக இருப்பதனால், எந்த சமயத்தில் எஜமானர் அவர்கள் குடும்பத்தில் பாகம் யேர்படுத்தியதை பூர்த்தி செய்வதற்குமுன் விதிமுடிந்து பாகம் புரித்துகொள்ளாமல் யேக்கமாகவே இறந்துபோனதுபோல் நாமும் அவாள் உத்திரவுப்படி பாகம் புரித்து அனுபவிக்காமல் இறந்துபோய் விடுவோமென்ற யெண்ணம் மேலிட்டு அதனால் யேக்கம்கொண்டு மனவியாதி பாதியும் சீக்கு பாதியுமாக பலம் இல்லாமலும் ஆகாரம் இல்லாமலும், பலவிதங்களாக நான் அவஸ்தைப்பட்டுகொண்டு இருப்பதனால் இந்த கடிதம் கிடைத்த ஒரு வாரத்திற்குள் சி. மஹாதேவய்யரை அழைத்துக்கொண்டு பெங்களூர்வந்து மத்தியஸ்தர்களையும் வைத்துக்கொண்டு அண்ணா அவர்களுடைய ஆர்டரின்படி புரித்து நிர்வண்ணமாக யேர்ப்படுத்தும்படி கேட்டுக் கொள்ளுகிறேன். வரவை எதிர்பார்த்து இருக்கிறேன்.

(Sd.) மீனாக்ஷி அம்மாள்.

21—7—1919.

EXHIBIT O.

ஸ்ரீருமஜெயம்

சிரஞ்சீவி ராமசுவாமி அய்யர் அவர்களுக்கு ஸர்வாபீஷ்டமும் தீர்காயுசும் உண்டாவதாக அனேக ஆசீர்வாதம். உபயக்ஷேமம்.

நீர் இவ்விடமிருந்து பொம்பாயி போனபிறகு உமக்கு ஜுரம் அடித்து சீக்காயிருந்ததாக பருபரையாயி கேழ்விப்பட்டேன். அனுகூலமாகி யிருக்கிரவிபரமும், சுப்பரமணி துரையப்பன் முதலானவர்கள சௌக்கியத்திற்கும் உடனே எழுதி அனுப்பவேணும். இவ்விடத்தில் சௌபாக்கியவதி கமலாம்பாள், அலமேலுவுக்கு ஒரு வாரமாக ஜுரமில்லை எனக்கு உடம்பு முன்போலவேதான் ஆகாரமில்லாமலும் பலயீனமாகவும் சீக்காக இருக்கிறது. நான் யேர்க்கனவே உங்கள் திரேக சௌக்கியத்திற்கும் எஜமானவர்களுடைய நோட்டீஸ் ஆர்டர்ப்படி யேர்ப்பட்ட பாகத்தை பிரிவினைசெய்து எனக்கு சுவாதீனமாக ஏர்ப்படுத்த வேணுமென்றும் இன்னும் பலவிதங்களாக அதில் சொல்லப்பட்டு 21—7—1919-ல் தங்களை ஒரு வாரத்தில் இவ்விடம் வரும்படி விபரமாக லெட்டர் எழுதி இருக்கிறேன். அப்படி வரவில்லை, யாதொருவிதமான லெட்டரும் அனுப்பவும் யில்லை. எனக்கு ரொம்ப சீக்கினால்கவலையாகவும் அதே ஏக்கமாகவும் இருப்பதனால் இந்த லெட்டர்கிடைத்த ஒரு வாரத்திற்குள்ளாவது சி மஹாதேவய்யரை பெங்களூருக்கு வரும்படிசெய்து அவரையும் நியாயஸ்தர்களையும் வைத்துக்கொண்டு எஜமானர் அவர்கள நோட்டீஸ்படிக்கும் ஆர்டர்படிக்கும் ஒரு வாரத்திற்குள் வந்து பாகம் பிரிவினைசெய்து நிர்வறணமாய் ஏர்ப்படுத்தும்படி கேட்டுக்கொள்ளுகிறேன்.

(Sd.) மீனாக்ஷி அம்மாள்.

11—8—1919.

EXHIBIT P.

ஸ்ரீருமஜெயம்

சிரஞ்சீவி ராமசாமி அய்யருக்கு ஸர்வாபீஷ்டமும் தீர்காயசும் உண்டாவதாக அநேக ஆசீர்வாதம். உபயக்ஷேமம்.

தாங்கள் பொம்பாயிக்கு போனபிறகு உமக்கு ஜுரம் அடித்ததாக கேழவிப்பட்டதின்பேரில் அதின் விபரத்திற்கும் சிரஞ்சீவி சுப்பரமணி துரையப்பன் இவர்களுடைய க்ஷேமத்திற்க்கும் உடனே எழுதி அனுப்பவேணும். இவ்விடத்தில் சௌபாக்கியவதி கமலாம்பாள் அலமேலுவுக்கு ரொம்ப ஜுரம் அடித்து ரொம்பவும் ஸ்ரீறமப்பட்டு ஜுரத்திற்கு இஞ்சக்ஷன் பண்ணியும், எனக்கு ஒரு வாரமாக ஜாஸ்தியாக ஜுரம் அடித்தும் ஆகாரமே இல்லாமல் தலைவலி, நரம்புவலி, கால்வலி, கையில் நரம்புக்குத்தல் இதுகளினால், பேச்சு மூச்சு இல்லாமல் இவ்விடத்திய ஸ்மரணையன்னியில் பிரக்கனை பங்கமாகியிருந்து ஜுரத்திற்கு இஞ்சிக்ஷனும் செய்துகொண்டிருக்கிறேன்.

EXHIBIT IX [உங்களுக்கு எஜமானர் அவர்கள் பாகம் பிரிவினைசெய்ததை பூர்த்திசெய்ய வேணுமென்றும் உங்களை சில கணக்குகளை கொண்டுவர வேண்டுமென்றும் நேரில் சொல்லியும் பலதடவைகளில் லெட்டர்கள் மூலமாக அனுப்பியும் கவனிக்காமல் இருந்து யார் போதனையின் பேரிலோ அவாள் பிரக்கனையில்லாமலிருந்து நிதானம்தப்பிபோனபிறகு வந்துசேர்ந்து அவர் இறந்துபோகும் சமயத்தில் இருந்து உத்திரகிறியை நடத்தினீர்கள்.]

எஜமானரே நோட்டீஸ் குடுத்ததோடு பாகம் பிரிவினைசெய்து முடிக்க ஒத்துவறுமல் மோசம்பண்ணினாயென்று ரொம்பவும் யேக்கத்துடன் பதரி கதரி அலரிவிட்டு இறந்துபோய்விட்டார். அவரைபோல் எனக்கும் தாங்கக்கூடாத ஜுரம் வியாதிகள் மேலிட்டு ரொம்பவும் சீக்கானது. எஜமானருக்கு வந்ததுபோல் அடிக்கடி வருகிறதே, பாகமாகவில்லையே நாமும் அவரைப்போல் பாகம் பிரிவினைபத்தியாகி பார்க்காமல் இறந்துபோய் விடுவோமென்ற யேக்கத்துடன் என்னுடைய பிரக்கனை இருக்கும்போதாவது யெஜமானறவர்கள் நோட்டீஸ்படிக்கும் அவாளுடைய வாய்மொழியான உத்திரவுபடிக்கும் பாகம்பிரிதது கண்ணால் பார்த்து விடவேண்டுமென்று நிச்சயித்து 21—7—19லும், 13—8—1919லும் இறண்டு லெட்டருக அனுப்பியிருக்கிறேன். அதுகள்விஷயமாய் வியக்தமாக தங்களுக்கு தெரிந்து இருந்தும் நீர் உங்கள் சுதேவபுத்தியினாலேயோ அல்லது கேட்பார் பேச்சைகொண்டோ நாளது வருஷத்திய மில்லுவரவு சிலவு கணக்குகளை நாளது வரையில் அனுப்பாமலும் இவ்விடம்வந்து பாகம்புரித்துவிடாமல் இருப்பதோடு கூட மேல்கண்ட லெட்டர்களுக்கும் பதில் எழுதவில்லை. இனியாவது இதை நோடீசாகநினைத்து இதை பார்த்த இறண்டு வாரத்திற்குள் இவ்விடம்வந்து எஜமானர் அவர்களுடைய நோட்டீஸ் படிக்கும் வாய்மொழியான ஆர்டர்படிக்கும் பாகம் பிரிவினைசெய்து வைக்கும்படி கேட்டுக்கொள்ளுகிறேன். மேல்கண்டபடி மூன்று நோட்டீஸ்கள் அனுப்பியும் நீர் உடனே மேல்கண்டபடி வந்து முடிக்காதவரையில் மேல் சொல்லியபடி பாகம் பிரிவினை செய்யத்தகுந்த முயர்ச்சி எடுத்துக்கொண்டு நடவடிக்கை நடக்கும்படியாக யிருக்கும். இனி என்பேரில் ஆயாஸப்பட நியாயமில்லாமல் இருக்குமென்பதை நானே யோசித்து இதின்மூலமாக அறிய கோறப்படுகிறது.

(Sd.) மீனாக்ஷி அம்மாள்.

4—9—1919.

EXHIBIT Q. 1—9—20ஞு.

ஸ்ரீருமஜெயம்.

சிரஞ்சீவி ராமசாமி அய்யருக்கு அநேக ஆசீர்வாதம். உபயக்ஷேமம்.

என்னுடைய மருமான் சிரஞ்சீவி வெங்கடராமன் கலியாணத்திர்காக 1915ஞு த்தில் எஜமானர் குழந்தைகள் உற்படா சுர்ரக்காயூர் போயிருந்து, கலியாணமாகி குருமணாங்குடி வீட்டிர்க்கு வந்தபிரகு வீட்டில் அனேகம் பேர்களையும் வைத்துக்கொண்டு என்னுடைய தகப்பனார் தமையன் இவர்களிடம் எஜமானர் அவர்கள் சொன்னதாவது — என்னுடைய தகப்பனார் வார்த்தையைமீறி உம்முடைய சொல்படி கோயமுத்தூர் பையனுக்கு என்னுடைய பெண் லட்சிமியை நான் கலியாணம் செய்துகொடுத்தேன். ஆனால் அவன் ரொம்ப ஏழையாகவும் சுவல்ப்ப அய்வேஜி யுள்ளவனாகவும் இருந்ததை கவனித்தும் படிப்புவகையாறு விஷயமும் அவன் குடும்ப எல்லாவிஷயங்களையும் நான் ஆனேகமாக கவனித்து நான் முன்னுக்கு கொண்டுவந்துயிருக்க இப்போது அவன் பழைய நிலமையையும் நான்செய்த நன்றிகள் எல்லாவற்றையும் கொஞ்சமேனும் யோசிக்காமல் மறந்து

அவன் இப்போது இருக்கும் கௌரவத்தைகொண்டு அவன் எங்கள் வீட்டிர்க்கு வராமல் இருப்பதோடும்கூட என்னுடைய பெண்ணையும் எங்கள் வீட்டிர்க்கு வர வொட்டாமல் செய்து இருக்கிறான். அவன் சின்ன பங்களாமுதலிய விடத்திர்க்கு கலியாணத்திர்க்கு வந்தபோதும்கூட அவன் நம்முடைய வீட்டிர்க்குவருகிறதில்லை. லட்சிமியையும் வாச்சொல்லுகிரதில்லை பொம்பவும் அல்காத்தனமாக இருக்கி றான். எனக்கு ஒரு பெண்ணும் மாப்பிள்ளையுமாக இருந்தும் பிரயோஜன மில்லாத தனால் நம்முடைய மனுஷ்ய திரேஹம் அனுச்சித்தம். என்னுடைய ஜாதக ரீதி யாக புத்திரபாவம் இல்லாமலிருந்தாலும்கூட உம்முடைய பெண்ணின் ஜாதக ரீதி யாக புத்திரபாவம் உண்டல்லவா, என்னுடைய கொள்பாட்டனாருடைய சகோத ரர்கள் சுமார் பத்து வீட்டுக்காரர்கள் ஈச்சங்குடி கெணபதி யக்கிரஹாரத்தில் இருக்கி றார்கள் என்றும் அவாளுடைய குடும்பத்தில் நல்ல ஜாதகறாகவும் சௌபாக்கியவதி கமலாம்பாள் அலமேலு இருவர்களின் ஜாதகத்தில் ஒருவருக்குப் பொருத்தமுள்ள படிப்புள்ள பிள்ளையாக ஒரு பிள்ளையை பார்த்து நீங்கள் அழைத்துவந்தால் அந்த பிள்ளையை நான் சுவிகாரம் செய்துகொண்டு ஸவுகரியம்போல் நடத்திக்கொள்ளலா மென்று சொல்லி என்னுடைய தமையனை கெணபதி யக்ரஹாரம்போகும் படிக் கும் பிள்ளைகளைப்பார்த்து தீர்மானித்துக்கொண்டு ஜாதகங்களுடன் ஒரு மாதத்தில் அவரை பெங்களூர் வரும்படிக்கும் சொல்லி ஏர்பாடுசெய்து பிரகு மருதினத்தில் எங்களை அழைத்துகொண்டு பெங்களூருக்கு வந்துவிட்டாள். இது சங்கதிகள் குருமணங்குடியில் அப்போது ஷை கலியாணத்திற்க்கு வந்து இருந்தவர்களுக்கும் நம்முடைய பந்துக்கள் எல்லாருக்கும் செம்மையாக தெரிபும்.

(2) பிறகு என்னுடைய தமயனை என்தாயார் தங்கை முதலிய சிலர்களும் இன்னும் சிலர்களும் சேர்ந்து அவருக்கு பேத்திகளும் பேரனும் அவருடைய தம்பி கிருஷ்ணய்யருக்கு சுவிகாரம் கொடுக்க கூடிய பிள்ளைகள் உசிதமாக இருக் கும்போது அவர் ஏதோ கோபத்தினால் சொன்னால் அந்த வார்த்தையை நம்பி அவாளுக்கு விரோதமாக நீ சுவிகாரம் பண்ணிக்கொள்ள பிள்ளை பார்க்க போகக் கூடாதென்று சொல்லி தடுத்ததின்பேரில் என் தமயன் போகாமலும் பிரகு எஜ மானரிடம் வந்து தெரிவிக்காமலும் பயந்துகொண்டு இருந்துவிட்டார். பிரகு எஜமானரால் இரண்டு லெட்டர் போஸ்டுமூலமாக என் தமயனுக்கு அனுப்பியும் அவர் சரியான முகாந்திரம் அவர் அனுப்பாததினால் எஜமானருக்கு என்னுடைய தமயன்பேரில் அவர் செத்துப்போகிறவரையில் ரொம்பவும் வருத்தம் அதனாலே யேதான் சாகும்வரையில் ஒரு விஷயத்திற்க்கும் லெட்டரும் அனுப்பவில்லை அவரை லக்ஷயமும் செய்யவில்லை.

(3) எஜமானர் என் தமயனுக்கு ஷை லெட்டர் அனுப்பி நாலு ஐந்து மாதத் திற்க்குப்பிரகு பாகம் ஏற்படவேண்டிய விஷயங்களை அவர் யாகவே கவனித்தும், அதர்க்கு நீங்கள் சரியாக ஒத்து வருத்தினால் பிரகு கிறமப்படி லாயர் நோட்டீஸ் கொடுத்துவிட்டார். அதற்கு கொழுந்தன் கிருஷ்ண அய்யர் அனேகம் துரு க்ஷேப்பனைசெய்து பதில் நோட்டீஸ் கொடுத்தார். அதற்கு கிரமமான பரிஹாரம் சொல்லி இவர் பதில் நோட்டீஸ் கொடுத்து எஜமானர் அதை ரத்து செய்து விட்டார். பிரகு சில மத்தியஸ்தர்கள் ஏர்ப்பட்டு சமாதானமாக எஜமானருடைய நோட்டீஸ்படிக்கே தாங்கள் உள்படா எல்லா சகோதரர்களும் எஜமானருமிருந்து பாக பத்திரம் எழுதி பூர்த்தியாகி, நீங்கள் எல்லாரும் மத்தியஸ்தர்களும் மற்றும் வேண்டியவர்கள் அனேகம்பெயர்கள் இருந்துக்கொண்டு இருக்கையில் ஷை பாக பத்திரத்தில் எஜமானர் பேனாவை எடுத்து கை எழுத்துப் போடும்சுமயத்தில் சில விரோதியர்கள் பேச்சைக் கேட்டுக்கொண்டு பொம்பாய்யிருக்கும் சுவல்ப கணக்கு களையும் உன்னை எடுத்துவரும்படிக்கும் அதையும்சேர்த்து ஒரு திரியாக கை எழுத்துப்போட்டு முடித்து விடலாமென்றும் சொல்லி பேனாவை கீழேவைத்து அந்த சுவல்ப பாக்கி கணக்குகளையும் ஒரு வாரத்தில் எடுத்துவரும்படி சொல்லி பொம்பாயிக்கு உம்மை அனுப்பிவித்தார். அந்தபடி நீர் வருத்தினால் இவருக்கு யேக்கம் எடுத்து ஜுரம் சீக்கு வந்துவிட்டது. பொம்பாய்யிலிருந்து நீர்வர தாம ஸப்பட, நாளுக்குநாள் ஒவ்வொருநாளைக்கும் அவருக்கு உடம்பு சீக்கு ஜாஸ்தியாகி வந்ததினால் அவருக்கு மித்திரன்போலிருந்து சத்துருவாகி கிட்டேயிருந்த ஸ்ரீகண்டேசவர அய்யர் இவருக்கு உடம்பு சீக்கு ஜாஸ்தி என்றும் நாளுக்குநாள் அதிகமாகிரதென்றும் இவ்விடமிருந்து வரும்மடியாக தந்தி வந்தபிரகு நீர் வர லாம் என்றும் விபரமாக பொம்பாயில இருந்து உமக்கு லெட்டர் அனுப்பியதின் பேரில் நீர் பொம்பாயிலிருந்து வரவில்லை, எஜமானர் அவர்கள் கூடியவரையில் உம்மைப் பார்த்தும் நீர் வராத்தினால் ராமசாமி என்னை மோசம் பண்ணினானே மோசம் பண்ணினானே என்றும் இந்த ராமசுவாமிய்யர் வந்து கிரமமாக இந்த பாக பத்திரமும் முடிவானால் நஞ்சப்பாவய்யர் ஜாஸ்தியாக பணத்திற்கு வழி சொல்ல வேண்டியதாக யிருக்கும் அதனால் தான் இந்த ராமசுவாமியை இவ்விடம் வராம

லும் ஏர்ப்பட்ட பாக பத்திரத்தை முடிக்க ஒட்டாமலும் இந்த நஞ்சப்பாவை வய்யர் செய்கிறார் என்று அடிக்கடி சொல்லிக்கொண்டு இருந்தார்.

EXHIBIT IX. (4) [பிரகு பட்டணம்போய் ம-ா-ா- குமாரசாமி சாஸ்திரி அவர்களிடம் எஜமானர் யோசனை செய்துகொண்டு உயில்பத்திரம் எழுதி முடித்துக்கொண்டு வந்துவிட்டார்.]

சில நாளைக்குபிறகு எஜமானர் இறந்துபோக பத்துநான் மூந்தித்தான் இந்த ராமசாமிய்யன் என்னை மோசம் பண்ணினானே என் சமத்தைப்பாரு என்று சொல்லிவிட்டு எஜமானர் என்னிடம் சொன்னதாவது என்னால் கொடுத்து இருக்கிற நோட்டீஸ்ப்பிரகாரம் என்னுடைய வீதம்புள்ள என் பாக சொத்துகளை என்னுடைய சம்சாரம் மீனாக்ஷி அம்மாளயாகியநீ பிரிவினை செய்துக்கொண்டு என்னுடைய இஷ்டப்படி சுவயிச்சையா வினியோகமாக அனுபவித்து கொள்ளுகிறதென்றும் பெரிய பங்களாவில்யிருக்க உனக்கு மனமில்லாதபக்ஷத்தில் உனக்கு இஷ்டமான விடத்தில் ரூபாய் 30,000:க்கு வீடு வாங்கிக்கொண்டு இருந்து வருகிறதென்றும் உனக்கு இஷ்டமான பிள்ளையை நீ சுவீகாரம் செய்துகொள்ளுகிறதென்றும் உன்னுடைய இஷ்டப்படி செலவு செய்துகொள்ளுகிறகதென்றும் இன்னும் சில விபரங்களாக கண்டு நான் உயில் பத்திரம் எழுதிவைத்து இருக்கிறேன். அந்த தஸ்தாவெஜியை திவான் கிருஷ்ணமூர்த்தி யாத்து நடவடிக்கை யொப்பந்தம் நடத்தவேணுமென்று என்னிடத்தில் சொன்னார் அதர்க்கு நான் யாருக்கு கொடுக்கபோகிறேன் பெண்ணுக்கும் பேரன் பேத்திகளுக்கும் தானே கொடுக்கபோகிறேன் என்றும் தங்களுக்குப்பிரகு நான் பாகம் பிரித்துக்கொண்டு இருக்கவேணுமாவென்று நான் சொன்னதற்கு என் பெண்ணும் மாப்பிள்ளையும் இப்போது இருக்கிறார்களே அப்போது இருந்து வருகிறதை பார்க்கலாம் என்று சொன்னார். நான் வருத்தப்பட்டுக்கொண்டு கீழ் கட்டுக்குவந்து சேர்ந்தேன்.

(5) பிரகு எஜமானர் 4:வது பாரவில் கண்டபடி எழுதிவைத்த உயில் பத்திரத்தையும் ஏர்க்கனவே 3 பாராவில் கண்டபடிக்கி கைய் எழுத்துப்போடும் போது நிறுத்திவைத்த மேல்கண்ட பாக பத்திரமும் மில்லு சம்பந்தமானதும் குடும்ப சம்பந்தமாகவும் உள்பட யாவத்து தெஸ்தாவேஜிகளையும் உள்படா சேர்ந்தது பெரிய மேஜையில் வைத்துவிட்டுப் பூட்டி மோஹிதீனைகொண்டு இரண்டுதடவை சரியாக மேஜை பூட்டி 'இருக்கிறதா என்பதை' இழுத்து பார்த்தும் முனிலாலுஸிங்கு றைட்டரைக்கொண்டும் செம்மையாக இழுத்துப்பார்த்தும் நான் பைஷ்டையாக யிருந்து அப்போது விலகி யிருந்ததினால் நாயிற்றுக்கிழமை தினம் மேல்கண்ட மோஹிதீன் இடமாகவே சாவியைய் கொடுத்து சாவியை அம்மாளிடம் கொடு என்றும் நஞ்சப்பாவய்யர் கிட்டே இருக்குறார் என்றும் பிள்ளைகள் யாராவது சாவியை எடுத்து மேஜையை திரந்து அதிலிருக்கும் தெஸ்தாவேஜிகளை கிழித்து எரிந்து விடுவார்களென்றும் சாவியை கெட்டிசெய்து வைக்கும்படிக்கும் சாவி பத்திரம் என்றும் பதிரமாக வைத்துக்கொள்ளும்படியாக எஜமானர் சொல்லி அழுது கண்ணால் ஜெலம் விட்டுக்கொண்டு கொடுத்ததாக சொல்லி என்னிடம் சாவியை கொடுத்து அழுதுக்கொண்டு நின்றான். அப்பொழுது நான் ரொம்பவும் வருத்தமாக சாவியைப் பெற்றுக்கொண்டேன்.

EXHIBIT X (6) [அப்படியிருக்க நான் ஸ்நாநம்பண்ணினபிரகு கிருஷ்ணசாமி டாக்ட்டர் காலையில் நான் வருவதர்க்குமுன் எஜமானருக்கு ஜுரத்திற்கு இன்ஜெக்ஷன் குத்தினதால் அவருக்கு பிரக்கனை யில்லாமல் போய்விட்டது.]

அப்போது அவ்விடமிருந்த நஞ்சப்பா அய்யர் அவர்கள் பொம்பாயிக்கு எஜமானர் இனிமேல் பிழைக்கமாட்டார் நீ உடனே வருகிறதென்று அர்ஜண்டாக தந்தி கொடுத்தபிறகு நீ பட்டணத்திர்க்கு மஹாதெவய்யருக்கும் தந்தி தொடுத்து அதன்பிறகு பொம்பாயிலிருந்து புதன்கிழமை நீர் வந்தீர். வெள்ளிக்கிழமைதினம் பெண் லக்ஷமியும் மஹாதேவய்யரும் பட்டணமிருந்து வந்தார்கள்.

(7) அப்படி இருக்க நஞ்சப்பா அய்யர் பொம்பாயிக்கு உனக்கு தந்தி கொத்தபிறகு நான் எஜமானருக்கு உடம்பு சீக்கு ஜாஸ்தியாக இருக்கிறது. லட்சிமியை வரும்படியாக தந்தி கொடுக்க வேணுமென்று சொன்னதர்க்கு நஞ்சப்பா அய்யர் அவர்கள் லட்சிமியின் மாமனுருக்கு ஸ்ரீரார்த்தம் வியாழக்கிழமையானதால் அவள் வரமாட்டாள் என்று அவர் சொன்னதின்பேரில் என் தகப்பனார் வீட்டிர்காகிலும் தந்தி கொடுக்கும்படி சொன்னதர்க்கு எஜமானருக்கு உசி

ருக்கு பயமில்லை என்றும் அதிருஷ்டம் மின்னுக்கு ரொம்ப யிருக்கிறது என்றும் இம்போதான் பால் சாப்பிட்டார் ஜுரம் விட்டுபோச்சுது என்றும் என்னை அதை ரியப் படவேண்டாம் என்றும் சொல்லி என்னை நஞ்சப்பாவையா அவர்கள் மோசம் பண்ணினார். அவர் சொன்னதை நான் நம்பி என் தகப்பனார் வீட்டிற்கும் எஜமானருடைய சீக்கு விஷயமாக நான் சமாசாரம் அனுப்பாததினால் எஜமானர் இறந்துபோகும்வரையில் ஒருவரும் வரவில்லை. நான் ஒண்டியாகயிருந்து பிணத்தினிடையில் தவித்துகொண்டு இருந்தேன். பிறகு அர்ஜண்டு தந்திபோன் பிறகு சஞ்சயனத் தண்ணிக்கி சிலர் வந்தார்கள்.

(8) ஊரிலிருந்து வந்த என்தமயன் முதலியவர்கள் முதலாவது பாருவில் கண்டபடி எஜமானர் சுவீகாரம் செய்துகொள்ள என்தமயனை புள்ளையை அழைத்துவரும்படி சொன்னதை அவர் சிலர் துர்போதனையின்பேரில் தடுத்து எஜமானர் மனசுக்கு நாம் விரோதியாகிவிட்டோம் எஜமானரோ இறந்துபோய் விட்டார். 2-வது பாரவில் கண்டவர்களின் இஷ்டப்படிக்காவது தம்பிபிள்ளையை சுவீகாரம் எடுத்துக்கொண்டாவது கிருத்தியம் நடக்கட்டும் அல்லது பெண்ணின் வயத்து பிள்ளையைக்கொண்டாவது எஜமானருக்கு கிருத்தியம் கிரமமாக நடக்க வேணுமென்றும் எஜமானருக்கு கிருத்தியம் நான் செய்துவருகிறது நியாயத்துக்கும் சாஸ்திரத்துக்கும் ஒத்ததல்லா என்றும் என்னுடைய தமயன் உம்மிடம் சொன்னதுக்கு நீர் மஹாதேவய்யர் ஒரு விதத்திர்க்கும் ஸம்மதம் கொடுக்க வில்லையே என்று சொன்னீர். இதுவிஷயமாக மஹாதேவய்யரோ இப்போது அவர் சம்சாரம் பண்ணுகிறதுதான் சரியாக யிருக்கிறது என்றும் இப்படியே நடக்கட்டும் என்றும் மாதேவய்யர் சொல்லியிருக்கிறார். இந்த கிருதியம் நான்செய்த விஷயத்தில் என் தமயனுக்கு ரொம்பவும் வருத்தம்.

(9) நாயிற்றுக்கிழமை டி இரண்டாம்நாள் மூன்று மணிக்கு நாங்கள் அலரிக்கொண்டும் தவித்துகொண்டு மிருக்கையில் நஞ்சப்பாவய்யர்யே வுதவின்பேரில் நீரும் மஹாதேவய்யருமாக மாடியின்மேல் இருந்துகொண்டு என்னுடைய பெண் லக்ஷ்மியைகொண்டு என்னிடம் சாவி வாங்கிவர உத்தேசித்து அவளை என்னிடம் அனுப்பி என்னைகேட்டு இரும்பு பீரோவின் சாவி வேணுமென்றும் சித்தப்பாமில்லுன் சம்பந்தமான சில தஸ்தாவேஜிகளை எடுக்க அவசரமாக கேழ்கிறார் சாவியைக்கொடு என்று கேட்டாள். அப்போது கூடயிருந்தவர்கள் கோபித்துகொண்டதின்பேரில் போய்விட்டாள். மருநாள் மத்தியானம் அவள் கோபித்துக்கொண்டு கொடுக்கத் தான் வேணுமென்றும் கொடு என்றும் அவள் கட்டாயப்படுத்தி கேட்டுக்கொண்டு இருக்கையில் என்னுடைய தமயன் கிட்டே சமீபத்தில் இருந்தவர்வந்து இப்போது அதர்க்கு என்னமுடைவந்தது அதுகளை எல்லாம் அவளும் கூடவந்து இருந்து திறந்துபார்த்து எடுக்கவேணும் இந்த 12 நாளும் ஆகட்டுமென்று சமாதானமாகவும் கேழ்க்காத்துனல் கண்டித்தும் சொன்னார். அதர்க்கு தடுத்து பிறகு துக்கத்திர்க்கு அடிக்கடி ஜனங்கள்வர ஆரம்பிபிப்பார்கள் சித்தப்பாவுக்கு இப்போதுதான் சாவகாசம் கொடு என்று அவள் செய்த ஆகாத்தியத்தினால் என்னுடைய தாயாரும் என் தங்கையும் அம்மாஞ்சி வெங்கட்டாமய்யா உள்பட்டா சேர்ந்துக்கொண்டு அவளைத்தவிர நமக்கு யாரு அவாள் யிருந்து கேட்டு அனுப்பும்போது பெண்ணினிடத்தில் யென்னமாக தாமாட்டேன் என்று சொல்லுகிறது என்றும் இதுவரையில் பெண் மாப்பிள்ளை எல்லாரும் விரோதமாக இருந்தார்கள் இனியாவது எல்லோரும் ஒத்துமையாக யிருக்கவேணுமென்று சொல்லியும் என் தமையனை நீ ஏன் கலகம் பண்ணுகிறாயென்றும் கடுமையாகக் சொல்லி அவரை ரொம்பவும் கொடுமையாகவே அவர்கள் கோபித்துக்கொண்டார்கள் உடனே என் தமையன் கோபித்துக்கொண்டு நான் சொல்வது இப்போது பிசகாகத்தான் இருக்கும் வருத்தமாகத்தான் தோணும் பிந்தித்தான் இதின் விஷயம் உங்களுக்கு வியக்தமாக தெரியும் இப்போது உங்களுக்கு தெரியாது உங்கள் இஷ்டப்படி செய்யுங்கோள் என்று சொல்லி எழுந்துயிருந்து போய்விட்டார்.

(10) பிறகு என்னுடைய பெண் லட்சுமினுடைய ஆகாத்தியத்தினாலும் தாயார் முதலியவர்களினுடைய சொல்லின்படி நிர்பந்தத்தினாலும் உன்னை நான் பிள்ளையொப்பந்தம் வளர்த்துவந்து இருந்ததினாலும் நீ என்க்கு ஒன்றும் மோசம் பண்ணமாட்டா என்று நான் நம்பி என்னுடைய பெண் லட்கமினிடத்தில் திங்கள் கிழமை பகல் சுமார் 4 மணிக்கு சாவிகொத்தை நான் கொடுத்து அனுப்பினேன். அவள் அந்த சாவிகொத்தை மஹாதேவய்யர் இருக்கும்போது உனனிடமாகவே கொடுக்க நீங்கள் இருவர்ளும் மாடியின்பேரிலிருந்த எஜ்மானருடைய மேஜையை திரந்துதெஸ்தாவேஜிகளை எடுத்ததில் எஜமானரால் என்பேருக்கு சகல சுவதந்தர

பாத்தியம்கொடுத்து எழுதிவைத்து யிருந்த உயில் பத்திரத்தை என்னுடைய பெண் லட்சி எடுத்துக்கொண்டு வந்து என்னிடம் கொடுத்து அப்பா இப்படி எனக்கு மோசம் பண்ணினரே அவருக்கு பெண்ணாகிய நான் குழந்தைகளை வைத்துக்கொண்டு இருக்கும்டுபாது என்னை சற்றேனும் நினைக்காமல் அவர் தன்னுடைய பாகத்திர்க்கு உள்ள சகலசொத்துகளையும் மில்லின் ஷேர் உள்படாவும் யாவத்து ஸ்த்தாவர ஜெங்கமங்களும் உள்படா சகல சொத்துகளையும் நீவிருக்க வாங்க சகல சுவதந்தரங்களும் உனக்கே கொடுத்து உன் இஷ்டமான விடத்தில் 30000 ரூ-க்கு வீடு வாங்கிக் கொள்ளுகிறதென்றும் உனக்கு இஷடப்பட்ட பிள்ளையை நீ சுவீகாரம் செய்து கொள்ளுகிறதென்றும் கண்டு உனக்கு பாத்தியமாக எழுதிவைத்து இருக்கிறார் என்றும் தங்களை மோசம் பண்ணிவிட்டார் என்றும் ரொம்பவும் வருத்தப்பட்டு பிறலாபித்து அழுதாள்.

(11) அப்போது நான் நீங்கள் இதுவரையில் வித்தியாசமாக நினைத்து இவ்விடம் வரத்துப்போக்கு மில்லாமல் போய்விடதனால் எஜமானர் என் பேருக்கு எழுதிவைத்து இருக்கிறார். அப்பா என்பேருக்கு எழுதிவைத்தால் என்ன, நான் உன்னையும் உன் குழந்தகளையும் தவிரவேறு யாருக்கு கெகடுக்கப்போகிறேன். நீ அதைப்பற்றி யோசிக்கவேண்டாம். அப்பா பயத்திர்க்காக எழுதிவைத்து இருக்கிறார் இந்த உயில் பத்திர்த்தை பெட்டியிலேவைத்துப் பூட்டி சாவியை என்னிடம் கொண்டுவந்து கொடு என்று நான் சமாதானம்செய்து அனுப்பினேன் இது விஷயம் அப்போது என்னுடன் கூடயிருந்த அனேகம் பெயர்களுக்கு வியக்தமாக தெரியும்.

(12) பிரகு நான் சொன்னபடி சாவியை லச்சிமி என்னிடம் கொடுக்கவில்லை. மருநாள் ராத்திரியில் மஹாதேவய்யர் மதராஸ்க்குப் போய்விட்டார். அந்தசமய்த்தில் சின்ன பங்களா சாமியும் என்னிடம்வந்து உன்க்கு என்ன பெரியம்மா சுவயாதிகாரம் உன் சௌக்கியத்திண்யடி சுவயிச்சையாய் சிலவு பண்ணவும் உன் இஷ்டப்படி யாருக்கு வேணுல் யாருக்கு கொடுக்கலாம் என்றும் இஷ்டப்படி சுவிகாரமும செய்துக் செய்துக்கொள்ளலாம் என்றும் பலவிதமாக எழுதிவைத்து இருக்கிறார், பெரியப்பா செத்துப்போனால் என்ன நாங்கள் ஒன்றும் எடுத்துக்கொண்டு பொகவில்லை உன் பாகம் வரத்தானே பொகிறது என்றுசொன்னான்.

(13) பிரகு நீ மேஜையிலிருந்து 5-வது பாராவில்கண்ட எஜமானரால் யேர்ப்படுத்திய உயில் பத்திரத்தையும் கை எழுத்தும் போடும்காலத்தில் திருத்திவைத்த 3-வது பாராவில்கண்ட பாக பத்திரத்தையும் இந்த குடும்பத்தில் உண்டாகிய சாஸநம் கடன் பத்திரம் முதலியதும் மில்லு சம்மந்தமானதும் உள்படா எல்லா ரிகார்ட்டுகளையும் பத்துநாள் வரையில் மாடியின்மேல் படுக்கை முதலியது வைத்துக் கொண்டு மோஸலாகவேயிருந்து நீர் எடுத்துக்கொண்டு போய்விட்டீர், மஹாதேவய்யர் பட்டணமிருந்து வந்த இறண்டு நாளைக்குப்பிறகுதான் சாவிகளை என்னுடைய பெண் லட்சி என்னிடம் கொண்டுவந்து கொடுத்தாள். அப்போது எல்லாம் அவள் சரியாகவைத்து இருப்பாள் என்று நான் நினைத்து இருந்தேன். அதன் பிரகும் எனக்கு ரொம்பவும் மன வருத்தத்தினாலும் வீட்டில் அப்போது உள்ள தொந்தரவுகளினாலும் அந்த தஸ்தாவேஜி வைகாரவை நான் பார்க்கவே இல்லை. எஜமானர் வருஷாப்த்திக்த்திர்க்கு என்னுடைய பெண் லட்சி வந்த போதும் அவள் சீக்குனால் யெறந்து போய் விட்டாள் அதனால் அவளும் எறந்து போய் விட்டாளே என்று ரொம்பவிசனத்தோடும் வருத்தத்தோடும் பார்க்காமலே யிருந்து விட்டேன்.

(14) பிறகு நீர் எஜமானர் சம்பளத்தில் வாங்கிய இரண்டு மோட்டாரையும் அவர் யெறந்ததுக்கு பிறகு அவருடைய நித்திய ஸ்ரார்த்தம்வகைரா சிலவுக்கு நான் கிறயத்திர்க்கு வித்ததை நீர் மாப்பிள்ளை மஹாதேவய்யரையும் சேர்த்துக் கொண்டு என்னை ஒளமானப்படுத்தி ரூபாய் 1500 பொருமான இரண்டு மோட்டாரையும் வாபுஸ்வாங்கிக்கொண்டு போய்விட்டீர்கள்.

(15) எஜமானருள்ளவரையிலும் அவர் எரந்துபோனபிரகும் நாங்கள் குடியிருந்துக்கொண்டும் எங்களுக்கு பூர்வீகராகவும் சொந்தமாகவும் இருந்த பெரிய பங்களாவை நீர் கிரயமாகவே வித்து யிருப்பதாக தெருகிறது பெரிய பங்களாவிலும் தோட்டம் வகைராவிலும் எஜமானருடைய பாகம் எனக்கு கொடுக்கவேண்டியது என்ற விஷயம் நீர் கவனிக்கவில்லை என்று நினைக்கிறேன்.

(16) மேல்கண்ட 14-வதுல் சொல்லியப்படி இரண்டு மோட்டாருக்குள்ள கிரய துக்கையை என்பாகத்திர்க்குள்ள வரவெண்டிய துகைக்குடன் வட்டியுள்பட சேர்த்தும் 15-வது பாரவில் சொல்லியப்படி பங்களர்வகைரா வித்திருப்பதர்க்கு என்னுடைய பாகத்திர்க்குள்ளபடி வீதம் பிரித்தும் பாகம் புரிவினை செய்யும் போது பெத்துக்கொள்ளலாம் என்று இருக்கிரீர் இதுவரையிலும் கவுனியாமல் இருந்துவிட்டீர்.

(17) 1919-த்தில் இந்த ரூமவில்லா வீட்டில் என்னுடைய தாயார் யொந்து போனதை விசாரிக்க உபசாரத்திர்க்காக என்னிடத்திற்க்கு என்னுடைய ஓர்படி சாலாவியம்மாவும் அவளுடைய 3-வது பிள்ளையுமான துரையப்பனுடன் வந்தவள் எல்லாரும் இருந்து பேசிக்கொண்டிருக்கும்போது உங்களுக்கு என்ன குரைச்சல் ரூ. 3 000க்கு வீடு வாங்கி வைக்கும்படிக்கும் உங்கள் இஷ்டப்படி செலவு செய்துகொள்ளும்படியாக உங்கள் பேருக்கே கொழுந்தன் உயில் எழுதிவைத்திருக்கிறூமே உங்களுக்கு என்ன குரைச்சல்' என்று சொல்லியிருக்கிறுள்.

(18) பிறகு எனக்கு பாகம் பிரிவினைசெய்து குடுக்காத்துனுல் சென்ற ஹு வைய்யாசி மாசத்தில்தான் மேனேஜவகைராவை நான் திரந்துப்பார்த்தேன், மேல் கண்ட மேஜை பெட்டி வகைராவை பார்த்ததில் யாதொரு தஸ்தாவேஜிகளும் இராத்தினுல் என்னுடைய பாகமாவது ஒழுங்காக ஏர்ப்பட்டுமென்றும் மைத்தது களைபிந்திப் பார்த்துகொள்ளலாமென்றும் பல விதங்களாக உமக்கும் மஹாதேவய்யருக்கும் சொல்லி அனுப்பியும் லெட்டராகவும் நோட்டீஸாகவும் ரிஜஸ்ட்டர் மூலமாக நான் அனுப்பியும் நீங்கள் நாளது தேதிவரையில் வருமலும் கவனியாமலும் யிருந்ததனுல் என்னுடைய தமயனைப்போய் உம்மை அழைத்து வரும்படி நான் சொன்னதர்க்கு, பழைய சங்கதிகளைப்பேசுகிறேன் என்றும், நீ வந்தாலும் ஒன்றும் முடிவாகுவதாக யில்லை என்றும், உனக்கு வரயிப்பொது சர்வகாசமில்லை என்றும் பல விதமாகச் சொல்லி அனுப்பினீர். இவ்விடம் பிரகு நீர் வரவும்யில்லை சென்ற ஜூலை-மாதத்தில் மஹாதேவய்யர் இவ்விடம் வந்த போது நான் கேட்டதர்க்கு அவர் பாகம் ஆகவேண்டிய விஷயமாக உம்மை கேட்டதாகவும் பழய சங்கதியைப் பற்றி நீ சொல்லுகிறுய் ஆகட்டும் பார்க்கலாம் யொம்பாயிக்குப் போயி ஒரு மாதம் இரண்டு மாதத்தில் வருவேன் பார்க்கலாமென்று நீர் சோன்னதாகவும் சொல்லி பட்டணம் போய் விட்டார்

(19) இவ்வளவும் எஜமானர் சகல சொத்து முதலிய யாவத்து விஷயங்களும் உன்னை நம்பி விட்டு மில்லு விஷயமாக தன்னுடைய ஏஜண்டு பவரையும் ஏஜண்டு சம்பளமும் ஏர்ப்படுத்தி உமக்கு கொடுத்தும் கூட நீர் மில்லின கணக்கு வகைராக்களை சரிவர முடித்துக் கொடுக்காமலும் பணங்களை சரிவர கெட்டி செய்யாமலும் காலியாக அசல் செய்து திருடிப் போனதாகவும் அவருக்கு மனதிர்க்கு நான் வருத்தம் உண்டு பண்ணினதின்பேரில் பாகம் ஏர்ப்படுத்தி விட்டால் பிரகு உங்களுக்கு கவலையுண்டாகி கடன் அடையும் என்ற எண்ணத்தோடு பாகம் பிரிக்க எஜமானர்கேழ்க்க நீங்கள் ஒத்துவருமல் யிருந்ததின்பேரில் நோட்டீஸ் கொடுத்தார். மத்தியஸ்தர்கள் வார்த்தைப்படி பிரகு பாகபத்திரம் ஏர்ப்பட்டும் அவர் காலவித்தியாசம் சுவல்ப கணக்குகளுக்காக அதை எடுத்துவர பிறர் போதனையைக் கொண்டு உன்னை பொம்பாயிக்கு அனுப்ப நஞ்சப்பாவய்யர் லெட்டர்ப்படி நீர் வராமல் யிருந்தீர். பிரகு நீர் மோசம்பண்ணி கெட்ட எண்ணத்துடன் வராமல் யிருக்கிறுய் என்பதை அவர் நினைத்து தன்னுடைய கோட்டீஸ்பிரகாரம பாகம் பிரிவினையான பத்திரத்தை அனுசரித்து என்பேருக்கு சகல சுவதந்தரமும் கொடுத்து உயில் பத்திரம் எழுதிவைத்து இருந்ததையும் கை எழுத்து ஆகாத மேல்கண்ட 13 பாராவில்கண்டபடி மேஜையில் எஜமானர் வைத்துப்பூட்டி சாவி என்னிடம் கொடுத்தத என்னுடைய பெண் ல. சிமியை சாவி வாங்கி வரும்படி செய்து சாவியை வாங்கிக்கொண்டு 5-வது பாராவில்கண்ட தஸ்தாவேஜைகளையம் நீர் மேல் கண்டபடி எடுத்துக்கொண்டு போய்விட்டீர். அப்படி யிருந்தாலும்கூட கிரமமாக மேல் சொல்லியப்படி பாகமானும் ஏர்படட்டு மென்று பலதடவைகளில் சொல்லி 21—7—19லும் 13—8—19லும் 1—9—1919லும் இந்த மூன்று தேதிகளில் லெட்டர் நோட்டீஸ்கள் மூலமாய் தெரிவித்தும் கவனிக்காமல் யிருக்கிறது சரியல்லா. இனியாவது இதை நோட்டீஸ்யாக நினைத்து இது கிடைத்த இரண்டு வாரத்திற்க்குள் இவ்விடம் வந்து என்னுடைய பாகத்தை எஜமானர் நோட்டீஸ்களின்படி கிரமமாக அவருல் ஏர்ப்படுத்திய பாக பத்திரத்தை அனுசரித்து அதில் ஏர்படுகுர துகைக்கி அந்த தேதி வரையிலும் கிரம வட்டியுள்படவும் டி கண்ட பாக பத்திரத்திர்க்குப்பிரகு டி துகைக்கும் நாளது தேதிவரையில் வரவுக்கு சிலவு போக பாக்கி துகைக்கும் அந்தந்த வருஷகடைசியில் வட்டியுள்பட சேர்த்து

நாளது தேதிவரையில் அறுப்படியுள்ளபடா. மொத்தத்துகைக்கி துகையை கொடுத்து பகிவிதானம் செய்தும் மோட்டார் இரண்டுக்கும் அசல் வட்டியுள்ளபட் கொடுத்தும் மேல்கண்டபடி பெரிய பங்களா மில்லு முதலிய யாவத்து சொத்துக்களுக்கும் சரிவர பாகப் புரித்துவிட்டு தெஸ்த்தாவேஜிகள் ஏர்ப்படுத்தி ரிஜிஸ்த்தர் செய்து விடும்படியாக ரொம்பவும் கேட்டுக்கொள்ளுகிறேன்.

(Sd.) மீனாக்ஷி அம்மாள்.

1—9—20.

EXHIBIT V.

சுபமஸ்து.

விவாக சுபமுகூர்த்தப் பத்திரிகை.

ம-ா-ா. Panchanada Iyer அவர்களுக்கு க்ஷேமம், க்ஷேமத்தை தெரியப்படுத்தக் கோருகிறேன்.

நிகழும் 1915 வருஷம் மே மாதம் 16-ந் தேதிக்குச் சரியான ராக்ஷஸ வருஷம் வைகாசி மாதம் 3-ந்தேதி ஞாயிற்றுக்கிழமை சுக்லபக்ஷ த்விதியை மிருகசிரர் நக்ஷத்திரம் கூடிய சுபதினத்தில் 10 நாழிகைக்குமேல் 15-நாழிகைக்குள் கடக லக்கனத்தில் எனது குமாரத்தி சிரஞ்சீவி சௌபாக்கியவதி அலமேலுவை மைசூர் ம-ா-ா. அம்பளே அண்ணைய பண்டித ரவர்களுடைய பௌத்திரனும் மைசூர் டெப்டி கமிஷனர் ம-ா-ா. அம்பளே சுப்பிரமணி அய்யர் அவர்களுடைய குமாரனுமான சிரஞ்சீவி சுப்பிரமணியனுக்கு சிக்கமகளூரில் கன்னிகாதானம் செய்வதாய் பெரியோர்கள் நிச்சயம் செய்துயிருப்பதால் இந்த சுப முகூர்த்தத்திற்கு தாங்கள் குடும்ப சமேதராய் இஷ்டமித்திர பந்துஜனங்களுடன் நாலுநாள் முன்னதாகவே அவ்விடம்வந்து இந்த சுப முகூர்த்தத்தை நடப்பிவைத்துக் கொடுத்து வதூவர்களை ஆசீர்வதித்து எஸ்னை கௌரவப்படுத்தவேணுமாய் பிரார்த்திக்கிறேன்.

Chikmagalur,
5th May 1915.

இப்படிக்கு,
(Sd.) K. Krishna Iyer.

EXHIBIT V(1)

சுபமஸ்து.

உபநயன முகூர்த்தப்பத்திரிகை.

ம-ா-ா. Aanchanda Iyer அவர்களுக்கு க்ஷேமம் க்ஷேமத்திற்கு அடிக்கடி எழுதி அனுப்பவேணுமாய்க் கோருகிறேன்.

பிலவங்க வருஷம் மாசி மாதம் 30-ந்தேதி வியாழக்கிழமைக்கு சரியான 1908 வருஷம் மார்ச்சு மாதம் 12-ந்தேதி சுக்லபக்ஷம் தஸமி புனர்வஸு நக்ஷத்திரம் கூடிய சுப தினத்தில் உதயாதி 8½ மணிக்குமேல் 10 மணிக்குள்ளாக மேஷ லக்கினத்தில் என்னுடைய குமாரர்கள் சி. சேஷாத்திரிக்கும், சி. சுப்பரமணியனுக்கும் பெங்களூரில் உபநயனம் நடத்துவதாய் பெரியோர்கள் நிச்சயத்திருப்பதால் மேற்படி சுபமுகூர்த்தத்திற்கு தாங்கள் இஷ்டமித்திர பந்துக்களுடன் 4 நாளுக்கு முன்னதாகவே வந்துபிருந்து சிரஞ்சீவிகளை ஆசீர்வதித்து மனசை சந்தோஷப் படுத்த வேணுமாய்க் கோருகிறேன்.

Bangalore.
6—3—1908.

இப்படிக்கு
(Sd.) K. Krishna Iyer,
Huzur Treasury Officer.

EXHIBIT XII.

Madras, 13—9—1920.

மாது ஸ்ரீ மாமியாராகிய மீனாக்ஷி அம்மாளுக்கு மாபிள்ளை மகாதேவன் எழுதியது:

1—9—1920 தேதியுள்ள உம்முடைய லெட்டர் 4-உ கிடைத்தது.

அந்த லெட்டரில் எக்கம்சக்கமானதாயும், அசங்கமானதாயும் உள்ள அநேக சங்கதிகள் கண்டிருந்தபோதிலும் நான் முக்கியமான சமாசாரங்களுக்கு மாத்திரம் பதில் கொடுக்கிறேன். ஸ்திரி ஜாதியிடம் அனுவச்சியமான வார்த்தைகள் பேசி வாதாடுவதர்க்கு எனக்கு இஷ்டமில்லை.

EXHIBIT XII(b) [நீர் என்னிடத்திலும் இன்னும் பலர்யிடத்திலும் இறந்து போன் என் மாமனார், ம-ா-ா. ஜட்ஜி குமாரசாமி சாஸ்திரி அவர்கள் எழுதிக்கொடுத்த நகல் உயிலை உமக்கு காட்டி அதைமாத்திரம் கொடுத்தாரே ஒழிய. அவர் பத்திரம் முடிக்காமல் இறந்தார்யென்று ஒற்றுக்கொண்டிருந்தும் இப்போது புதிதாக பெரிய பொய்க்கதை ஒன்று ஏர்ப்படுத்தி யிருக்கிறீர். அதாவது நீர் சுவய்மர்கவே அல்லது மத்தவர்களுடைய போதனையினாலோ உயில் பத்திரம் எழுதினாரென்றும் தஸ்தாவேஜி காணுமல் போய்யிருப்பதாயும் உம்முடைய வ்யித்திர் பிறந்த பெண்ணும் ஒளவாயிருந்து நான் அதை மறைத்துவிட்டேன் என்றும் கல்பனைசெய்து யிருக்கிறீர். சத்தியம் தவறுமல் தர்மத்தையே அனுசரிக்கிற என்னை ஒரு பெரிய குற்றத்திர்க்கு இலைக்கப்பார்க்கிறீர், இதனால் புத்தி ஸ்வாதீன மில்லாமையாலோ, அல்லது பெரிய குற்றத்தை பின்னாடி உம்முடைய தலையில்போட்டுக்கொள்ளுவதர்க்காகவே துணிவு ஏர்ப்பட்டிருப்பதாக நினைக்கவேண்டிருக்கிறது. உம்முடைய பெண் கீழே உயில் பத்திரத்தை கொண்டுவந்து காட்டி அழுதாள் என்ற சமாச்சாரம் முழுப் பொய். இறந்துபோயும் உம்முடைய குழந்தைபேரில் பொய்க்கதை கட்ட உபக்கு இருதயம் இருப்பது மகா ஆச்சரியம்]

உமக்கு உம்முடைய புருஷன் பிதார்ஜித சொத்துகளில் பாகம் கிடைப்பதிலும் நீர் பெத்துக்கொள்வதிலும் எனக்கு ஒன்றும் சம்மந்தமில்லை யார்யிடத்தில் சொத்துகள் யிருக்கிறதோ அதாவது உம்முடைய புருஷன் பாகஸ்தர்களிடத்திலிருந்து கேட்டு வாங்கிக்கொள்ளவேண்டியது. எனக்கு அந்த விஷயத்தில் பிரவேசிக்க இஷ்டமில்லை. எனக்கு உம்முடைய சொத்திலாவது பணத்திலாவது யிச்சை கிஞ்சித்தேனும் எப்பொழுதும் கிடையாது இப்போதும் கிடையாது.

மோட்டார் சமாசாரம்.

EXHIBIT XII(a) [உமக்கு இதுவிஷயமாய் மற்ற விஷயங்கள்போல் கியாபகபிசகு ஏர்ப்பட்டிருக்கிறது. நடந்தது என்னவென்றால் நீர் மோட்டார்கள இரண்டையும் வும்முடைய புருஷன் யாரோ சிநேகிதன் கேட்கிரான் என்று 1000 ரூபாயை கையில் வாங்கிக்கொண்டு அந்த சிநேகிதனுக்கு சேரவேண்டிய பாக்கிக்காக அவனுக்கு சொத்தாகவே கொடுத்துவிட்டீர். மோசம் போரீரே என்று அதிக சிரமப்பட்டு என கையிலிருந்து சுமார் ரூ 6200க்கு அவன் கணக்கை தீர்த்துகொடுத்து மோட்டார்கள்னை திரும்பி வரச்செய்தேன் ; அதர்க்குபிறகு நீர் குழந்தைகள் கமலம்மாள் அலமேலுக்காக மோட்டார்கள் உபயோகபடுமென்றும் விர்க்கக்கூடாதென்றும சொன்னதால் நான் உம்மிடத்தில் மோட்டார்கள் வைப்பதென்றால் சிலவு அதிகமென்றும் அதைவிற்று நான் கொடுத்தபணம் போக பாக்கியிருக்கும் பணமானது குழந்தைகளுக்கு அதிக பிரயோஜனமாக இருக்கும் என்றும் தெரிவித்ததில் நீரும்சரியென்று ஒத்துக்கொண்டதின்பேரில் ஒரு மோட்டாரை 1918ம் வருஷத்தில் பெங்களூரிலேயே வித்துவிட்டு இன்னொரு மோட்டாரை பட்டணம் கொண்டுவந்து 1919ம் வருஷத்தில் வித்து சிலவு எல்லாம்போக யிருக்கும் பாக்கிபணத்தை குழந்தைகளுக்காக வட்டி வரும்படியாகப் போடப்பட்டிருக்கிறதென்றும் உம்மிடத்தில்சொன்னதர்க்கு நீரும் சம்மதித்தீர் குழந்தைகளுக்காக என்னிடத்தில் எவ்வளவு யிருக்கிறது என்பதர்க்கு கணக்குயிருக்கிது. அந்தபணம் சுமார் 3500க்கு அதிகப்படாது.

அப்படி யிருக்க ரூ. 15000 உமக்கு சேரவேண்டியதர்க்கு யாதொரு நியாயமும் கிடையாது. புதிது புதிதான சமாசாரங்கள் உம்மால் கல்பனை செய்ய படுகின்றன. குழந்தைகளுக்காக என்னிடத்தில் யிருக்கிர பணம் உம்முடைய கையில் கொடுக்கலாம் என்று கோர்ட்டில் தீர்மானம் செய்யும் பக்ஷத்தில் வட்டியுடன் கொடுக்க சித்தமாக இருக்கிறேன்.

இனிமேலாவது எனக்கு ரிஜஸ்டர் நோடீசுகள் கொடுப்பதில் யாதொரு பிரயோஜனமில்லை என்பதாக அரிவீரென்று நம்புகிறேன்.

(Sd.) C. K. Mahadeva Iyer.

13—9—1920.

EXHIBIT LXXX.

M. R. Ry. T. K. Lakshmana Iyer, Avergal.

சுபமஸ்து,

க்ஷேமம் க்ஷேமத்துக்கு எழுத கோருகிறேன்.

இப்பவும் நிகழும் கீலகவருஷம் மாசி-மீ 27-உக்குச்சரியான (10-3—1909) மார்ச்சி-மீ 10-உ புதன்கிழமை உதயாதி 5 நாழிகைக்குமேல் மேஷ லக்ணம் கூடிய சுபதினத்தில் பகவத்கிருபையை முன்னிட்டு எனது குமாரன் சிரஞ்சீவி வெங்கடரமணனுக்கு (Ch. Venkataramanan) உபநயன முகூர்த்தம் (Upanayanam) செய்வதாக பெரியோர்களால் நிச்சியத்து டி முகூர்த்தம் சென்னை மைலாபூரில் நடப்பதால் தாங்கள் இஷ்ட மித்திரர்களுடன் நாலுநாள் முன்னதாகவே வந்து இருந்து முகூர்த்தத்தை நடப்பித்து கொடுக்கும்படி கேட்டுக்கொள்ளுகிறேன்.

இப்படிக்கு,

Mylapore,
5th March 1909.

தங்களிஷ்டன்,
(Sd.) K. S. Visvanatha Iyer.

Copied & compared by

N. R. Krishnnasami Pillai.

20—6—1927.

EXHIBIT LVI.

TERMS OF AGRT

betn. K. S. D., K. S. R., K. S., & K. V.

I. That K. S. R. shall (*take out of the Mill agency comn. due to him*) manage the agency business of D. I. & Co. at Bby. and receive as remuneration for such management, the sum of Rs. 8,400 per annum, out of the (*annual*) commission (*Earned*) received by D. I. & Co., fr. the Abd. Mills Ld

2 That K. S. R. shall make available the balance of (*the*) such Agency Comn. remaining after deduction of his aforesaid remuneration of Rs. 8,400 p. a. for equal distribution between (*himself and*) all the (*other*) parties hereto, including himself.

3. That the aforesaid arrangement shall (*hold good*) be binding on all the (*mem*) parties hereto, for a period of ten years.

2.

(*certain*) from the date of execution hereof, **or other** (*other*) **settlement whichever is earlier.**

4. That K. S. D., shall (*remain in occup*) continue to occupy the premises & grounds comprised within the property (*to*) known as Kumara Park, Big Bungalow, and situate in Bangalore City until it is sold, and shall pay a rent of Rs. 300 per mensem during his occupation thereof. (*But he shall be entitled to deduct out of the above mentioned sum his quarter share of the rent as well as.*)

5. That K. S. and his brothers (*& mother*) shall (*live with*) continue to (*live*) occupy the premises and grounds comprised within the property known as Kumara Park, small bungalow & situate in Bang. City until it is sold and shall pay a rent of Rs. 60 per mensem during (*for*) his occupation thereof.

6. That the aforesaid (*sum*)

N.B —The blod type figures, lines and words are in blue pencil in the original.
The portions enclosed in brackets and in italics represents the portion struct out in original.

rents shall be collected in cash every month & distributed equally between all the parties hereto including K. S. R.

Bring in para 7 from next page.

(7. *That this agreement shall came into force on the 1st.*)

8. That K. S. D, shall have the management **& accounting** of the premises & grounds belonging to the parties hereto & situate near Kukkerhalli Tank in Mysore **& Kumara Park Garden.**

9. That K. S. R. shall have the management (*the right title & interest of the shares of the parties*) of the interest of the parties hereto in the forest & other properties known as (*the punakolle, Kotamalai*)

(4)

the R. D. Estates in Malabar, (*in wh. Est.*) comprising the Punjakolle, North Kottamalai & Madakasseri Pattu Hills.

(*8*) 7. The land (*revenue*) assessmt. & municipal tax charges of the properties mentioned in para (*6 & 7*) 4 & 5 shall be met out of the other joint income of the parties hereto.

8. This agreement shall come into force on the 1st day of October 1917.

N.B.—The bold type figures, lines and words are in blue pencil in the original.
The portions enclosed in brackets and in italics represent the portions struct out in original,

All these matters and more wd. come in Partnership deep.

(*Terms of agreement inter se*)

Ariticles of Partner ship

1. That K. S. R. shall have the management of the mill Agency Business at Bby. for 10 years certain and receive a remuneration therefor, at the rate of Rs. 700 per month—which remuneration will be a first charge on the annual commission payable to (*the Agency Firm*) Messrs. D. I. & Co. by the Abd. Mills Ld.

2. That the balce. of the said Agcy Comn. shall be divided Equally betn. K. S. R. & the other parties to this agreet.

3. That the other members of the Firm shall undertake to give (*him*) K. S. R. a Power of Attorney to represent them in all dealings with or on behalf of the Abd. Mills Ld. & others & to bind (*them by all*) them the said other members, by all acts of his done by him for & on bdhalf of the Firm of D Iyer & Co.

4. That K, S. R. shall have the

(2)

authority to Sign in the name of D. I & Co. all documents agreements, (*draw*) cheques, receipts Promissory Notes & other prapers whatsoever that mt. require the signature of the Firm of D. I, & Co.

5. That the other members shall agree to indemnify K. S. R. agt. (*all*) any losses that may (*occur*) be incurred by the Firm of D. I. & Co. during his management of the Firm's business, except to the extent of his contribution of a $\frac{1}{4}$ share in the total losses—And for such contrbn. the other members shall have a lien only on K. S. R's $\frac{1}{4}$ share of the divisible surplus of the Agency Comn. after paying him the remuneration of Rs. 700 p. m. as aforesaid.

6. That this agreement (*be deemed to*) shall come into force on the 1st October 1917 (*& shall be ter*) continue to be

(3)

in force untill the 1st October 1927 on wh. date it shall terminate unless the parties hereto or their successors or assigns renew it for a fresh period by an endorsment at the foot hereof.

7. That K S. R. shall maintain proper a/cs of the Agency Business & have custody of all papers connected therewith.

N.B.—The portion in bold type represent the portion in blue pencil in the original.
The lines across paragraphs I to 4 are also in blue pencil in the orignal.
The marginal notes are in back pencil in the original.

This wd. be necessary in due course.

1. One rental agreement for Kumara Park Small Bungalow (to be rigistered)

This will have to be a very elaborate doct.

2. Articles of Partnership in respect of agency business (D. Iyer & Co.)—To fix the pay of K. S. R. at 700 Rs. a month & the remainder to be divided among the partners.

As in Its item

3. Agreement

(1) To give (K. S. R.) allowances to K. K's & K. S. V's Family,

(2) To apportion taxes & other charges.

(3) Management of other family Estates.

Has to be settled.

4. Family Partition (Status).

This wd. be one of the terms in the Partnership deed when drawn up.

5. P/A to K. S. R. by the other members of the firm of D. Iyer & Co.

N.B.—The portion in bold type represents the portion in blue pencil in the original.
The marginal notes are in black peneil in the origtnal
The word "family" uderlined is in red pencil in the original.

EXHIBIT K. MARKED BEFORE THE COMMISSIONER.

This is the last Will and Testament of Mr. K.S.D. Revenue Commissioner residing at Kumara Park, Bangalore. I am divided in status from my brothers and their issue and have full power to dispose of my property by will. I give to my wife ..... ~~absolutely~~ all the moveable and immovable properties of every sort and description which I might die possessed of ~~and~~ my said wife shall enjoy the same absolutely with full powers of alienation either by ~~gift~~ transfer inter Vivas or Will. I ~~also~~ hereby an give to my wife full power to adopt a son if she should desire to do so giving her full discretion ~~to adopt such~~ in the matter. ~~As I am have become divided in status from my brothers and their issue I.~~ In case she chooses to adopt she is hereby empowered to give the adopted son such share or portion of the properties ~~which I dispossessed~~ of as she thinks proper and to enter into such arrangements with the adopted son as may be necessary to protect her interests. I appoint my wife sole executrix of this my Will. Executed by the said testator in our presence and in the presence of each other.

1
2
3

Filed with the plaint.

Sd.) K Shankaranarayana Rao,
Advocate for Plaintiff

COPY OF WILL DRAFTED BY Mr. KUMARSWAMI SASTRIAR.

EXHIBIT S.

1st July 1912 to 30th April 1917.

Payments ..... by K. S. D.

			Rs.	a.	p.
1912.					
September	9	.... Municipal Tax of vacant site at Mysore	18	6	5
October	1	.... Kumara Park, Land assessment	279	10	4
	1	.... Municipal Taxes, Bangalore	163	2	5
	1	.... Contractor B. Hanumanthappa	96	5	6
1913.					
April	3	.... Municipal Taxes, Bangalore	157	8	0
	3	.... Do Mysore	18	6	4
May	3	.... Kumara Park, Land assessment	97	1	6
Nov.	1	.... Municipal Taxes, Bangalore	157	8	0
1914.					
Feb.	14	.... Contractor B. Hannmanthappa	100	0	0
March	9	.... Do	150	0	0
April	4	.... Do	100	0	0
	4	.... Municipal Taxes, Bangalore	157	8	0
August	3	.... Contractor, B. Hanumanthappa	100	0	0
Sep.	3	.... Do	100	0	0
October	12	.... Do	100	0	0

			Rs.	a.	p.
1914.					
November		Coolies for clearing weeds	50	0	0
	18	Municipal Taxes, Bangalore	157	8	0
	23	Kumara Park, Land assessment	99	1	10
1915.					
March	6	Contractor, B. Hanumanthappa	100	0	0
April	3	Bangalore Municipal Taxes	192	8	0
May	4	Contractor, B. Hanumanthappa	100	0	0
June	2	Do	150	0	0
July	7	Do	150	0	0
August	4	Do	150	0	0
Sep.	3	Do	150	0	0
October	7	Bangalore Municipal Taxes	192	8	0
Nov.					
Dec.	4	Kumara Park, Land Tax	99	9	11
1916.					
Feb.	2	Contractor B. Hanumanthappa	100	0	0
March	5	Do	100	0	0
	2	Bangalore Municipal Taxes	192	8	0
April	4	Contractor B. Hanumanthappa	100	0	0
June	5	Kumara Park Land Tax	97	1	6
July	3	Contractor, B. Hanumanthappa	75	0	0
Nov.	8	Bangalore City Municipal Taxes	192	8	0
1917.					
April	5	Bangalore City Municipal taxes including tax on vacant site in Seshadripur from 1912—13.	243	5	9
			243	5	9
			8,187	3	6
Deduct payment made after date of notice			243	5	9
			7,943	13	9
			4,243	13	9
		Deduct Receipts	7,571	108	
		Balance to the credit of K. S. D.	615	8	0
			372	3	1
Deduct payment made after date of notice.					
Taken by Mr Srikanteswara Iyer out of D. P. N. to Madras Bank			7,571	10	8
			—4,243	13	9
			—3,327	12	11
			(—by K. S. D.)		

From September 1901 to 31st December 1916 what have I paid.

I (a) on account of assessment and Municipal taxes and establishment.

(b) The income received from mango, grazing lease, etc.

II. Presents at weddings, etc.

II: Repairs, etc, to K Park,

From these accounts furnished by Mr. K. S. Ramaswami Iyer, I have classified the items under the head 'personal' for the 4 brothers in the accompanying sheets as far as I was able to make out from the entries themselves.

Rs.	a.	p.
92,714	0	11
15,052	3	1
77,661	13	10
42,241	10	8
3,700	0	0
38,541	10	8

42,248

House rent.

300 + 60=360

K. K. ¼ K. S. R's ¼.

165+165+65

Divid.

35+65+395.

200 K. S. V. 330—

Commission	300	700
House rent	300	
Divd	100	
K. K.	300	500
K. S. V.	200	
		200

200 out of the commission } K. K.

100 rent

200 ... . K. V.

EXHIBIT IX.

x x x x

4. Then my husband went to Madras and after consulting with M. R. Ry. Kumaraswamy Sastriar, wrote out the will document completed it and returned.

EXHIBIT X.

x x x x

6. It being so, after I bathed (after my monthly period) as Dr. Krishnaswami, in the morning, before I returned (from the bath) had pricked my husband with an injection for fever, he (my husband) lost his consciousness.

EXHIBIT XI.

x x x x

Althoug my husband had told you in person and many times through letters that the division of the shares should be completed and that you should bring home accounts, you paid no heed thereto, and at the instigation of some one arrived hereafter he had lost consciousness and balance of Judgment and having been present when he died, and conducted his obsequies.